



**City of Ashland, Missouri  
Meeting Agenda  
Board of Aldermen  
Ashland, Mo. 65010  
7:00 p.m. Tuesday, November 16, 2021**

This meeting will be held via zoom only.

<https://us02web.zoom.us/j/87186777244?pwd=cjNKcjZlZlY1hnQUlFSHpMZlRERBbVlhUT09>

There will be a closed session pursuant to Chapter 610.021 (3) Personnel matters at 6:30 p.m. via zoom

Vote to go into closed session pursuant to Chapter 610.021 (3) Personnel matters

Vote to adjourn the meeting

Open meeting/Report action taken/if any

The regular meeting will begin at 7:00 p.m.

**I. INTRODUCTORY ITEMS**

Invocation

Pledge of Allegiance

Roll Call

Approval of Previous Minutes of November 02, 2021

Adjustment and approval of the Agenda

**II. SPECIAL ITEMS**

a. None

**III. APPOINTMENTS TO BOARD AND COMMISSIONS**

a. None

**IV. SCHEDULED PUBLIC COMMENT**

a. None

(Written request must be received by the City Clerk by Wednesday before the meeting date)  
Speakers cannot comment on items on the agenda. Time will be permitted following the reading of each agenda item under Old and New Business for public comment.

**V. PUBLIC HEARING**

a. None

**VI. INTRODUCTION AND FIRST READING**

- a. Council Bill No. 2021-063, An ordinance authorizing the Mayor to enter into a Traffic Engineering Assistance Program Agreement with Missouri Highways and Transportation Commission
- b. Council Bill No. 2021-064, An ordinance approving a re-plat for Liberty Landing North Plat 1A

**VII. OLD BUSINESS**

- a. None

**VIII. NEW BUSINESS**

- a. A resolution to approve the site plan for 7055 Baldrige Avenue
- b. A resolution approving the payment to the Ashland Optimist Club for the community swimming pool
- c. Appointment of Shelley Martin as Interim City Treasurer through April 19, 2022


**IX. REPORTS**

- a. Mayor's report
- b. City Administrator's report
- c. City Attorney's report
- d. Police Works Director's monthly report
- e. Board of Aldermen report

**X. GENERAL COMMENTS BY PUBLIC, ALDERMEN AND STAFF**

**XI. ADJOURNMENT**

Members of the public may attend any open meeting. For requests for accommodations related to disability, Please call 573-657-2091 or email [cityclerk@ashlandmo.us](mailto:cityclerk@ashlandmo.us)  
In order to assist staff in making the appropriate arrangements for your accommodation, please make sure your request as far in advance of the posted meeting date as possible.

Posted: 11--12-2021 @ 9.05 am 

NOVEMBER 02, 2021  
BOARD OF ALDERMEN MINUTES  
7:00 P.M.

**DRAFT COPY NOT APPROVED BY THE BOARD**

Mayor Sullivan called the regular meeting to order at 7:00 p.m. on November 02, 2021 via zoom.

Mayor Sullivan gave the invocation.

Mayor Sullivan led in the pledge of allegiance.

Mayor Sullivan called the roll:

Ward One: Nathan Volkart-here, Jean Selby-here  
Ward Two: Melissa Old-here, Stephanie Bell-here  
Ward Three: Rick Lewis-here, Dorise Slinker-here

Staff Present: Darla Sapp, City Clerk, Nathan Nickolaus, City Attorney, Dan Vandevoorde, Building Inspector, Lelande Rehard, Assistant City Administrator, City Administrator Tony St. Romaine, John Conway, Civil Engineer, and Gabe Edwards, Police Chief.

Mayor Sullivan presented the minutes of the October 19, 2021 Board meeting for consideration. Alderwoman Old made motion to approve the minutes as presented. Alderman Slinker seconded the motion. Mayor Sullivan called for the vote. Motion carried.

Mayor Sullivan presented the agenda for consideration. Alderwoman Old made motion and seconded by Alderwoman Bell to approve the agenda. Mayor Sullivan called for the vote. Motion carried.

Mayor Sullivan stated there are no scheduled public comments. He reminded everyone that a written request must be received by the City Clerk by Wednesday before the meeting date. He stated there is a public speaking comment section after each agenda item.

Mayor Sullivan presented Council Bill No. 2021-062, an ordinance to amend Chapter 20, Traffic Code, Schedule III. Parking Restrictions of the Code of the City of Ashland. Alderman Slinker made motion and seconded by Alderman Lewis to take up Council Bill No. 2021-062, an ordinance to amend Chapter 20, Traffic Code, Schedule III. Parking Restrictions of the Code of the City of Ashland. Mayor Sullivan stated he would give the report since he is the one that requested this amendment. He stated this parking issue is primarily around the curve and speed bump on Red Tail Drive has been an ongoing issue. He stated we have had a couple of public meetings as well as a meeting with residents at the location. They discussed the width of street parking etc. He stated he asked that this be put on agenda due to an issue this week where a school bus could not get through this area and had to back out of the subdivision. He asked the Board to consider this ordinance for no parking on the north side of Red Tail Drive to Eagle Point Drive. He asked that this be extended to Redwing Drive heading west to be included. Alderwoman Bell questioned if the residents could get a permit and install an extension to their driveway creating a third lane? Dan Vandevoorde, Building Inspector stated they could do this. Mayor Sullivan polled the Board on their thoughts on these parking restrictions and this was discussed at great length. Alderman Slinker questioned if we talked with the homeowners yet. Mayor Sullivan stated we have talked with them previously and they just want to address the speed bump. He stated prior to the second reading we will mail homeowners letters. Nathan Nickolaus, City Attorney stated the Chief of Police has the authority to make this no parking as an experimental temporary basis without a code change to see if the proposed restrictions could work. Mayor Sullivan asked for a motion to table this until the first meeting in December. Jeff Sapp, former Alderman stated this has been discussed in the past and is being discussed again. He stated this street is not



wide enough to allow parking on both sides. He stated he thought the Board had already taken direction to get official measurement of road and it was deemed to not allow parking on both sides. He stated the no parking signs should have been posted at that time. He stated this is reoccurring and nothing happens to get it settled. He stated you can put temporary signs up and allow notice to happen but it should have already had signs placed years ago. Alderman Volkart made motion and seconded by Alderman Slinker to table this ordinance until the first meeting in December. Mayor Sullivan called for the vote. Alderman Volkart-aye, Alderwoman Selby-aye, Alderman Slinker-aye, Alderman Lewis-aye, Alderwoman Bell-no, Alderwoman Old-aye. Motion carried.

Tony St. Romaine, City Administrator stated this street has a 26 foot paved roadway width and by code no parking is allowed on either side. He stated he recalls that James Creel had measured several streets and sent a report to the Board some time ago. He stated he would research this. He stated for transparency he thinks it is important to notify all neighbors of this.

Mayor Sullivan presented Ordinance No. 1380, an ordinance amending Chapter 27 Animal Ordinance, Section 27.025, Keeping near dwellings of the Code of the City of Ashland. Alderwoman Old made motion and seconded by Alderman Slinker to take up for consideration Ordinance No. 1380, an ordinance amending Chapter 27 Animal Ordinance, Section 27.025, Keeping near dwellings of the Code of the City of Ashland. Mayor Sullivan called for the staff report. Dan Vandevoorde stated this is the second reading and was from a citizen request and at the direction of the Board. He stated the code revision was to change the distance for chicken coops located 100 feet from another dwelling. This ordinance reduces it down to 75 feet and 15 feet for every chicken less than 5. Mayor Sullivan called for public comments. Mayor Sullivan called for questions or comments from the Board. Mayor Sullivan called for the vote. Alderman Volkart-aye, Alderwoman Selby-aye, Alderwoman Bell-aye, Alderwoman Old-aye, Alderman Slinker-aye, Alderman Lewis-aye. Motion carried.

Mayor Sullivan presented Ordinance No. 1381, an ordinance extending the Corporate limits of the City of Ashland, Missouri by annexing incorporated area; directing the City Clerk to give notice of the annexation. Alderwoman Old made motion and seconded by Alderman Volkart to take up for consideration Ordinance No. 1381, an ordinance extending the Corporate limits of the City of Ashland, Missouri by annexing incorporated area; directing the City Clerk to give notice of the annexation. Mayor Sullivan called for the staff report. Lelande Rehard gave an overview of the annexation request of 15.15 acres and stated this is the second reading. He stated it is located off of Hayes Road and Log Providence Road. He stated the applicant Mr. Wolverton is available for comments. Mr. Wolverton stated he had no further comments from last time. Mayor Sullivan called for comments from the public. Allen Bunch 5502 Log Providence Road asked for acknowledgement that the Mayor and Board received the letter he dropped off at the City Hall regarding their opposition to this annexation. Mayor Sullivan stated they did receive it. Allen Bunch stated they had 14 days to submit their objections in writing. He stated he finds the fact that the Board was worried about upsetting people on the parking issue discussed earlier in the meeting and the Board ignores them and don't care about care about them. Susan Skinner 5350 E. Log Providence stated she is still opposed to this annexation. She stated this is not set up to be in the City limits. She stated the infrastructure issue has not been resolved and the annexation is not appropriate at this time. Mayor Sullivan called for questions or comments from the Board. Mayor Sullivan called for the vote. Alderwoman Bell-aye, Alderwoman Old-aye, Alderman Lewis-aye, Alderman Slinker-aye, Alderwoman Selby-aye, Alderman Volkart-aye. Motion carried.

Mayor Sullivan presented Ordinance No. 1382, an ordinance imposing a use tax for general revenue purposes. Alderwoman Old made motion and seconded by Alderwoman Bell to take up for consideration Ordinance No. 1382, an ordinance imposing a use tax for general revenue purposes. Mayor Sullivan called for the staff report. Lelande Rehard, Assistant City Administrator stated this is the second reading and it is to put a question of imposing a use tax on the April 2022 ballot. He stated this is not a new tax but an



extension of the sales tax to be able to collect on line sales and vehicles. He stated if this passes we would not be able to collect the sales tax until 2023. He gave a projected amount of revenue based on 10 and 15 percent. He stated he has spoken to several groups on this proposed ballot issue and plans to educate people on what the tax is and how the revenue could be used. He stated this is confusing language on the ballot and it has failed in Ashland once. Mayor Sullivan called for comments from the public. Mike Frese questioned if the police department gets a lot of calls from packages being stolen. Chief Edwards stated not that he is aware of. Mike Frese stated he felt this should be the choice of the citizens to decide on this use tax. Mayor Sullivan called for questions or comments from the Board. Alderman Slinker questioned if the sales tax rates were set in stone. Lelande Rehard, Assistant City Administrator stated these were voted on by the citizens and is broken out for general sales tax- 1%, capital improvement-.5%, transportation-.5% and stormwater and parks .5% split. He stated we have 2.5% tax rate. Mayor Sullivan called for the vote. Alderwoman Bell-aye, Alderman Lewis-aye, Alderwoman Old-aye, Alderman Slinker-aye, Alderwoman Selby-aye, Alderman Volkart-aye. Motion carried.

Mayor Sullivan presented Ordinance No. 1383, an ordinance approving the re-plat for Westhoff's Addition. Alderman Lewis made motion and seconded by Alderwoman Old to take up for consideration Ordinance No. 1383, an ordinance approving the re-plat for Westhoff's Addition. Mayor Sullivan called for the staff report. Dan Vandevoorde, Building Inspector stated this is the second reading and is a minor re-plat of three lots in Gays Addition and located off of North Henry Clay Blvd. and Redbud Lane. He stated this re-plat is for Dave Westhoff and the engineer is Christine Luebbert. He stated the City did the review on this. He stated this basically combines three lots into one and is commercial zoned. He stated the Planning and Zoning Commission has recommended approval for this re-plat and they approved the site plan. Mayor Sullivan called for comments from the public. Mayor Sullivan called for questions or comments from the Board. Mayor Sullivan called for the vote. Alderman Volkart-aye, Alderwoman Selby-aye, Alderman Slinker-aye, Alderman Lewis-aye, Alderwoman Old-aye, Alderwoman Bell-aye. Motion carried.

Mayor Sullivan presented Ordinance No. 1384, an ordinance approving the final plat for Ranken Subdivision. Alderman Slinker made motion and seconded by Alderman Lewis to take up for consideration Ordinance No. 1384, an ordinance approving the final plat for Ranken Subdivision. Mayor Sullivan called for the staff report. Lelande Rehard, Assistant City Administrator stated this is the second reading of a minor plat for Ranken Subdivision and is owned by P & M Properties, LLC with Engineering Surveys and Services as engineer. He stated the City did the review on this. He stated this is the future site of Ranken Institute. He stated this is a re-plat of three lots. He stated one lot consists of 5 acres that will be the Ranken site and site 2 consists of approximately 10.56 acres and lot 3 being a 15.80 acre parcel. Mayor Sullivan called for comments from the public. Mayor Sullivan called for questions or comments from the Board. Mayor Sullivan called for the vote. Alderwoman Bell-aye, Alderwoman Old-aye, Alderman Lewis-aye, Alderman Slinker-aye, Alderwoman Selby-aye, Alderman Volkart-aye. Motion carried.

Mayor Sullivan presented Ordinance No. 1385, an ordinance authorizing the Mayor to enter into a cost share agreement with Missouri Highways and Transportation Commission. Alderwoman Old made motion and seconded by Alderman Slinker to take up for consideration Ordinance No. 1385, an ordinance authorizing the Mayor to enter into a cost share agreement with Missouri Highways and Transportation Commission. Mayor Sullivan called for the staff report. Lelande Rehard, Assistant City Administrator stated this a cost share for the extension of Perry Avenue. He stated the total cost of the project is \$805,421.00 and the City's cost share is \$402,711.00. He stated the Economic Development Agency grant for the development of the Ashland Ranken Institute campus will allow a 60% reimbursement rate for the city's 50%. He stated this is a 60/40 split and the cities estimated contribution is \$150,000 to \$200,000 dollars. He stated the City was responsible for any overruns on the project. He stated the entrance to Ashley Drive at Highway 63 will be removed. He stated they look forward to getting this project started. Mayor Sullivan called for public comments. Mayor Sullivan called for questions or comments from the Board. Alderman Volkart asked if this was in the planning stages. Lelande Rehard stated it was. Mayor Sullivan

called for the vote. Alderwoman Bell-aye, Alderwoman Old-aye, Alderman Volkart-aye, Alderwoman Selby-aye, Alderman Slinker-aye, Alderman Lewis-aye. Motion carried.

Mayor Sullivan presented a resolution authorizing change order #2 for Sam Gaines, Inc. for the Route M/Henry Clay Blvd. round-a-bout. Alderwoman Old made motion and seconded by Alderman Volkart to take up for consideration the resolution establishing the members and terms of the Ashland Betterment Coalition. Mayor Sullivan called for the staff report. Lelande Rehard, Assistant City Administrator stated this is the second request for change orders due to overruns for the Route M/Henry Clay Blvd. round-a-bout and is \$35,514.30. He highlighted that the overrun covers the cost for the installation of the wall and stairs on Mr. Collins property. He stated the overruns will be reconciled at the end of the project by MoDot and presented in whole to the City before being added to the City's MoDot loan payment for the project. He stated this is a low interest loan. He stated the southern half of the round-a-bout should have underruns from River Regions doing their own approaches and not having to use temporary asphalt. He stated this is an older business district and there are a lot of utilities to relocate. Mayor Sullivan called for comments from the public. Mayor Sullivan called for questions or comments from the Board. Alderman Lewis asked since this was part design error are we going to try to recoup a portion of this money. Lelande Rehard stated we might possibly recoup some for cash or services in kind. He stated he would be working with them on this. Mayor Sullivan called for the vote. Alderwoman Bell-aye, Alderwoman Old-aye, Alderman Lewis-aye, Alderman Slinker-aye, Alderwoman Selby-aye, Alderman Volkart-aye. Motion carried.

Mayor Sullivan presented a resolution authorizing the Mayor to enter into a contract with American Digital Security for the installation of access control and camera's for the new Municipal Center. Alderwoman Old made motion and seconded by Alderman Slinker to take up for consideration the resolution authorizing the Mayor to enter into a contract with American Digital Security for the installation of access control and camera's for the new Municipal Center. Mayor Sullivan called for the staff report. Lelande Rehard stated as we get closer to completing the Municipal Center that will house the Police Department and City Hall we are looking at ways to secure the building. He stated a request for proposals was issued by the City on September 29th for a vendor to install access control and cameras for our new municipal center. He stated we received two proposals by the October 18 deadline. He stated the two vendors were American Digital Security and Elliot Data Systems. He stated the selection/review committee reviewed these and scored these and recommended American Digital Security. He stated the project will be funded by the sale of the Police Department lot that is currently under contract. Lelande Rehard stated the cost is \$56,235.70. He stated this was not included under the construction budget. Mayor Sullivan called for public comment. Mayor Sullivan called for questions or comments from the Board. Alderman Volkart questioned the reason for going with the more expensive bid. Lelande Rehard, Assistant City Administrator reported this company had excellent local references and they are confident that they will be able to carry out the project. Chief Edwards stated this company had local references and he has personally seen their work. He stated they also did the current police department. Mayor Sullivan questioned if there would be a feature to allow people to be buzzed into the upstairs administration area. Tony St. Romaine, City Administrator stated we will have to sort that out in the software set up. Alderman Slinker asked if the new system would link into the recycling center. Chief Edwards stated he is having them look at this and getting an estimate on upgraded cameras to tie into this system. Mayor Sullivan called for the vote. Alderman Volkart-aye, Alderwoman Selby-aye, Alderman Slinker aye, Alderman Lewis-aye, Alderwoman Old-aye, Alderwoman Bell-aye. Motion carried.

Mayor Sullivan presented a resolution authorizing the Mayor to enter into an agreement for professional engineering services with Allstate Consultants, LLC for the water line replacement project. Alderwoman Bell made motion and seconded by Alderwoman Old to take up for consideration the resolution authorizing the Mayor to enter into an agreement for professional engineering services with Allstate Consultants, LLC for the water line replacement project. Mayor Sullivan called for the staff report. Lelande Rehard, Assistant City Administrator stated they issued a request for qualifications for the waterline replacement and this is

the last project of the master water plan to eliminate the dead-end water mains. He stated this runs along Main Street. He stated we received six responses and interviewed two. One being Bartlett & West and the other Allstate Consultants. He stated the committee decided to recommend Allstate Consultants at a cost of \$80,175.00. John Conway, City Engineer stated the construction would start in 2022 when the school is out. He discussed the scope of the project and stated this would increase the fire flow. Mayor Sullivan called for comments from the public. Mayor Sullivan called for questions or comments from the Board. Mayor Sullivan called for the vote. Alderman Volkart-aye, Alderwoman Selby-aye Alderman Slinker-aye, Alderman Lewis-aye, Alderwoman Old-aye, Alderwoman Bell-aye. Motion carried.

#### Mayors Report:

Mayor Sullivan stated he received a complaint of a fire hydrant being struck by a vehicle on North Henry Clay Blvd. and Meadowmere. He stated the complainant felt it was unsafe and could rupture. It was reported the water crew has been alerted to this.

Mayor Sullivan gave an update on the City Police Department property under contract. He stated they negotiated the sale by owner. He stated the contract was extended to January 14, 2022. He announced the franchise is for a Scooter's coffee shop.

#### City Administrator's Report:

Tony St. Romaine stated he had about 30 items he has been working on right now.

#### City Attorney's Report:

Nathan Nickolaus, City Attorney explained the confusion on the opposition of the annexation. He stated only people that live in the city can protest the annexation. He stated the written letter does not have a legal effect.

Nathan Nickolaus informed the Board of a new state statute requiring cities that have over 20 employees to give paid time off for domestic violence. He stated they will draw up a policy to bring the city up to compliance.

#### Police Chief's Monthly Report:

Chief Edwards gave an update on the patrol vehicles being equipped. He discussed the traffic studies they have completed and stated they were sent out yesterday. He stated one Officer went from full time to part-time status. He stated he is close to hiring another Officer.

Alderman Slinker questioned the traffic study results on Martha Crump Drive. Chief Edwards stated there is a preliminary study and it is in the Board packet. He stated he has not had time to go through it yet but he did two sections of Martha Crump Drive, 200 block and 500 block. He stated the traffic volume was higher than he expected. He stated the recorded speed was not what he expected based on the neighbors' complaints. He stated there was a couple of high speeds but the average was 21 mph.

#### Board of Aldermen's Reports:

Alderman Slinker stated the new section of the street at the middle school on West Broadway is a tripping hazard. Lelande Rehard, Assistant City Administrator stated himself, Mr. Creel and John Conway has looked at this and spoken to the school about this.

Alderwoman Bell questioned if the Police Department has been ticketing people on Peterson Lane. Chief Edwards stated his records management system does not let him narrow down specific violations per street.

Alderwoman Bell asked that we update the census numbers on the website. She also stated there is a lot of growth in Ashland and we need to keep the website up to date. She stated we need to keep our best foot



forward. She discussed hosting a MML meeting in our City. Tony St. Romaine stated this is a valued organization and he would reach out about hosting meeting in the new Municipal Center.

Tony St. Romaine discussed with the census we should be able to see the numbers of resident in each ward. He stated the ward boundaries are getting out of whack. He suggested in the next month or so we appoint an appropriation committee with the help of the Regional Planning Commission to look at the numbers over the last 10 years and make recommendation to redraw the ward boundaries.

Mayor Sullivan called for additional comments from the public.

Mayor Sullivan called for additional comments the Board or staff.

Mayor Sullivan called for the vote to adjourn. Alderman Slinker made motion and seconded by Alderman Volkart to adjourn the meeting. Mayor Sullivan called for the vote. Motion carried.

Darla Sapp, City Clerk

Richard Sullivan, Mayor



# City of Ashland

109 East Broadway, Ashland, Missouri 65010

**Department Source:** City Administrator

**To:** Board of Alderpersons

**From:** Lelande Rehard

**Board Meeting Date:** November 16, 2021

**Re:** MODOT TEAP Grant Acceptance

**EXECUTIVE SUMMARY:** The City has been awarded a Traffic Engineering Assistance Program grant to study the intersections of Liberty Lane, South Henry Clay Blvd., and South Main Street.

**DISCUSSION:**

The intersections of Liberty Ln., Henry Clay, and Main Street see a high volume of traffic, serve as the main approach to the Elementary School, and will see increases in volume as Liberty North and South subdivisions move forward. At least two traffic studies have been conducted in the area. The aim of this study is to find a solution and accurate estimate of cost to enable the creation of a project for the area.

MODOT has awarded the city \$9,600 with the city responsible for a 20% match.

**FISCAL IMPACT:**

Short Term Impact (cost proposed legislation the next 2 years): Approximately \$3,000.00

Long Term Impact:

**SUGGESTED BOARD ACTION:**

Staff recommends approval of the Ordinance committing the City of Ashland to the responsibilities outlined in the TEAP application.

COUNCIL BILL NO. 2021-063

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A TRAFFIC  
ENGINEERING ASSISTANCE PROGRAM AGREEMENT WITH THE MISSOURI  
HIGHWAYS AND TRANSPORTATION COMMISSION

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND,  
MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into a Traffic Engineering Assistance Program Agreement with the Missouri Highways and Transportation Commission for the Henry Clay Blvd/Main Street/ Liberty Lane intersection. The form and content of the Agreement shall be substantially as set forth in Exhibit A, Teap055 which is attached to and made a part of this ordinance.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Richard Sullivan, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk

Certified as to correct form:

\_\_\_\_\_  
Nathan Nickolaus, City Attorney



CCO Form: FS26  
Approved: 01/15 (MWH)  
Revised: 03/17 (MWH)  
Modified:

CFDA Number: CFDA #20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: TEAP055  
Award Year: 2022  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
TRAFFIC ENGINEERING ASSISTANCE PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Ashland (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. 402, Planning and Research funds to be used for Traffic Engineering Assistance Program (TEAP) activities. The purpose of this Agreement is to grant the use of such Traffic Engineering Assistance Program funds to the City.

(2) LOCATION: The TEAP funds which are the subject of this Agreement are for the project at the following location:

Henry Clay Blvd./Main St./Liberty Lane Intersection Operational Analysis in the City of Ashland

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments

made to the City from future payments to the City. The City may not be eligible for future TEAP Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's Assistant Chief Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:



1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The

City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(14) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government, the Commission and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 percent not to exceed \$9,600.00. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(15) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(16) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(17) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or

cultural requirements of federal or state law or regulation.

(18) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the TEAP Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(19) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(20) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(21) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(22) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(23) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(24) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than



seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(25) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on \_\_\_\_\_

Executed by the Commission on \_\_\_\_\_

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF ASHLAND

\_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_  
Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Title \_\_\_\_\_

Ordinance No \_\_\_\_\_

### Exhibit A - Location of Project



### Exhibit B – Project Schedule

<b>Task</b>	<b>Date</b>
Execution of Program Agreement	January 7, 2022
Approval of Engineering Services Contract	January 7, 2022
Notice to Proceed	January 14, 2022
Final Report Submittal	May 17, 2022
Final Invoice Submittal	May 31, 2022



<p style="text-align: center;"><b>EXHIBIT C</b> <b>FHWA 1273</b></p>
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FHWA-1273 – Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS**  
**FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor



will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or



will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.



## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:



"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.





# City of Ashland

109 East Broadway, Ashland, Missouri 65010

**Department Source:** Community Development

**To:** Board of Alderman

**From:** Dan VandeVoorde

**Board Meeting Date:** November 16<sup>th</sup>, 2021

**Re:** Liberty Landing North Minor Replat Lots 117A/117B

**EXECUTIVE SUMMARY:**

Minor Replat of lot 117 of Plat 1 withing the Liberty North subdivision.

**DISCUSSION:**

This is a replat of 1 lot to create 2 separate lots. Originally Lot 117 contained a detention basin in the rear portion of the property that would be part of a privately owned lot. The developer wants to split the lot in to 2 to have the detention basin on its own to be controlled by the HOA and not be a portion of the privately owned lot. There will be a 16' easement located on the north side of Lot 117A for access to Lot 117B.

**FISCAL IMPACT:**

Short Term Impact: None

Long Term Impact: None

**Comprehensive Plan Impact:**

Due to being a minor replat of an approved plat this has no effect on the City's Comprehensive Plan

**SUGGESTED BOARD ACTION:**

Staff recommends: Staff recommends approval as it has met the requirements of City Code.



## MEMORANDUM

DATE: November 10, 2021

TO: Honorable Mayor and Board of Aldermen

FROM: Planning and Zoning Commission

RE: Recommendation from the Planning and Zoning Commission

1. The Planning and Zoning Commission recommends the approval of Final Plat Liberty Landing North 1A parcel number: 24-502-00-15-010.00 01 to the City of Ashland Board of Aldermen.

Leslie Martin  
Administrative Assistant

AN ORDINANCE APPROVING THE RE-PLAT FOR LIBERTY LANDING NORTH 1A

---

WHEREAS, the City has enacted a Subdivision Ordinance; and

WHEREAS, in accordance with the Subdivision Regulations, The Planning and Zoning Commission has recommended the approval of the re-plat for Liberty Landing North 1A at their meeting on November 09, 2021; and

WHEREAS, the Board of Aldermen accepts the recommendation of the Planning and Zoning Commission.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI AS FOLLOWS:

Section 1. The final plat of the re-plat for Liberty Landing North 1A meets the requirements of Chapter 11, Subdivision Regulations, of the City of Ashland Municipal Code and approved for recording.

Section 2. The legal description of the subdivision is as follows:

A tract of land located in the Northwest Quarter of Section 15, Township 46 North, Range 12 West, City of Ashland, Boone County, Missouri being all of Lot 117 of Liberty Landing North Plat 1 recorded in Plat Book 55, Page 41 and also being part of the tract described in the Warranty Deed recorded in Book 5356 at Page 107, all of the Boone County records, and being more particularly described as follows:

Beginning at the Northwest corner of Lot 117 of said Liberty Landing North Plat 1, Thence continuing along the lines of said lot for the remaining calls: S88°44'40"E, 162.88 feet; Thence S36°54'30"E, 29.71 feet; Thence N58°29'20"E, 110.45 feet; Thence S61°42'00"E, 55.59 feet; Thence S07°42'20"W, 94.00 feet; Thence S42°53'30"W, 130.72 Feet; Thence N50°56'30"W, 56.21 Feet; Thence S69°53'10"W, 141.56 Feet; Thence N25°38'50"W, 171.00 Feet; Thence along the non-tangent 50.00 Foot radius curve to the left, 55.06 Feet. Said curve having a Chord which bears N32°48'10" 52.32 Feet to the point of beginning and containing 1.18 acres.

Section 3. The City Clerk is hereby instructed to have the plat recorded.

Section 4. This ordinance shall be in full force and effect after its passage and approval.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.



Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Nathan Nickolaus, City Attorney





# City of Ashland

109 East Broadway, Ashland, Missouri 65010

**Department Source:** Community Development

**To:** Board of Alderman

**From:** Dan VandeVoorde

**Board Meeting Date:** November 16th 2021

**Re:** Commercial Site Plan. 7055 Baldrige. Cartwright Business & Technology Center

## **EXECUTIVE SUMMARY:**

Commercial Site Plan for existing building and approx. 8-Acres of parking on adjacent lot. McClure Engineering is the submitting design firm with City staff performing the code review.

## **DISCUSSION:**

This commercial site plan is for a package distribution company that will utilize the existing 58,700 square foot building with the addition of approx. 8-acres of new paved surface to accommodate deliver vehicles of various sizes.

The area around the existing building will include redesign of employee parking on the South side with improvements to the East, North and West sides for delivery vehicles. There will be 3 new entrance/exits along Leadership Dr added for access to the 8-acre portion. This site will utilize the existing regional detention basin to the Southwest. A traffic study was performed and the conclusion was that no improvements are required.

## **FISCAL IMPACT:**

**Short Term Impact:** Positive impact to Community Development Department as it pertains to permit fees to allow for a remodel of the existing building.

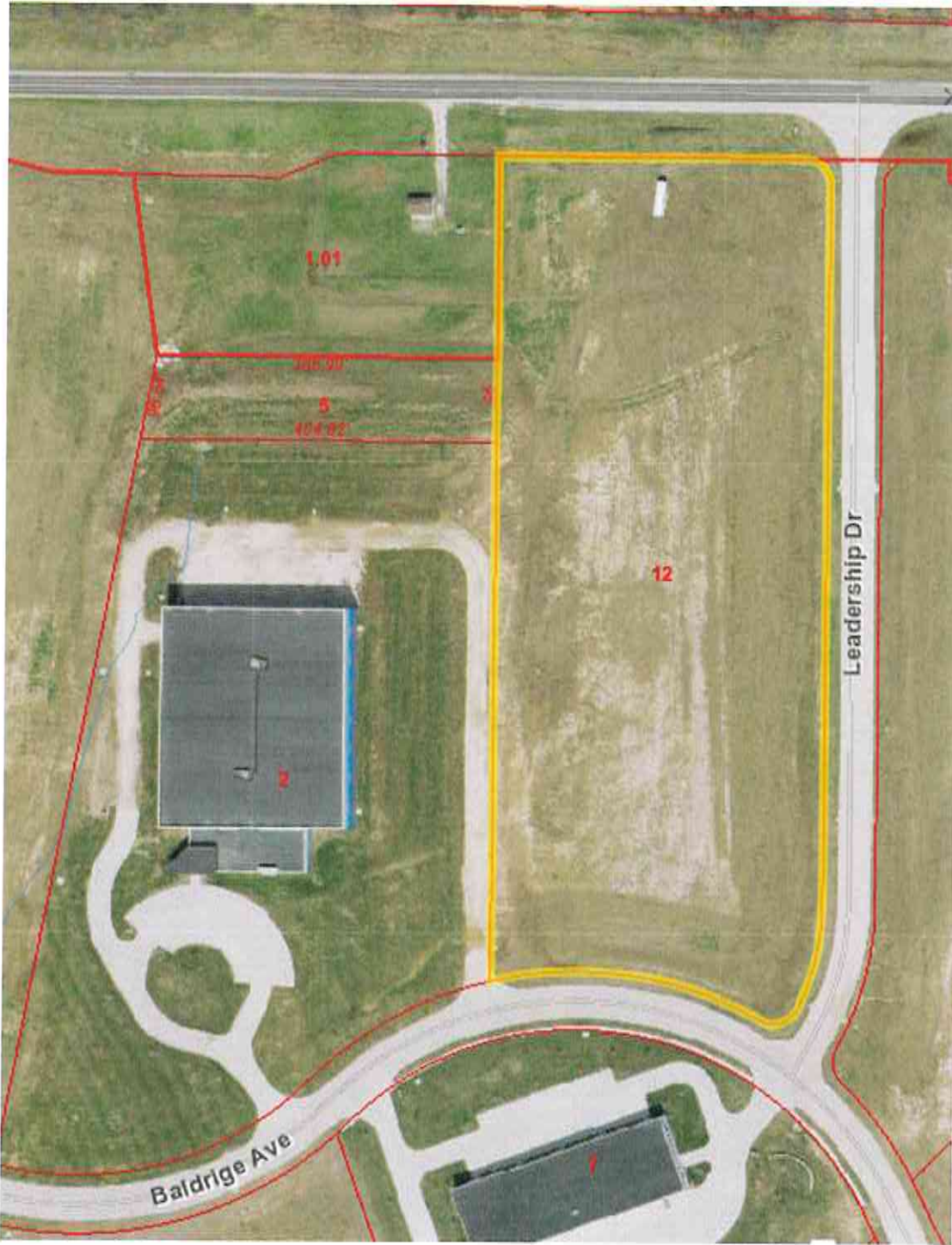
**Long Term Impact:** Utility fees will be generated along with residual tax generated from the addition of employees in the Ashland area.

### **Comprehensive Plan Impact:**

This project meets the vision of the 2020 Comprehensive Plan in regards to promoted development and land use suitability in the Cartwright Business & Technology Center.

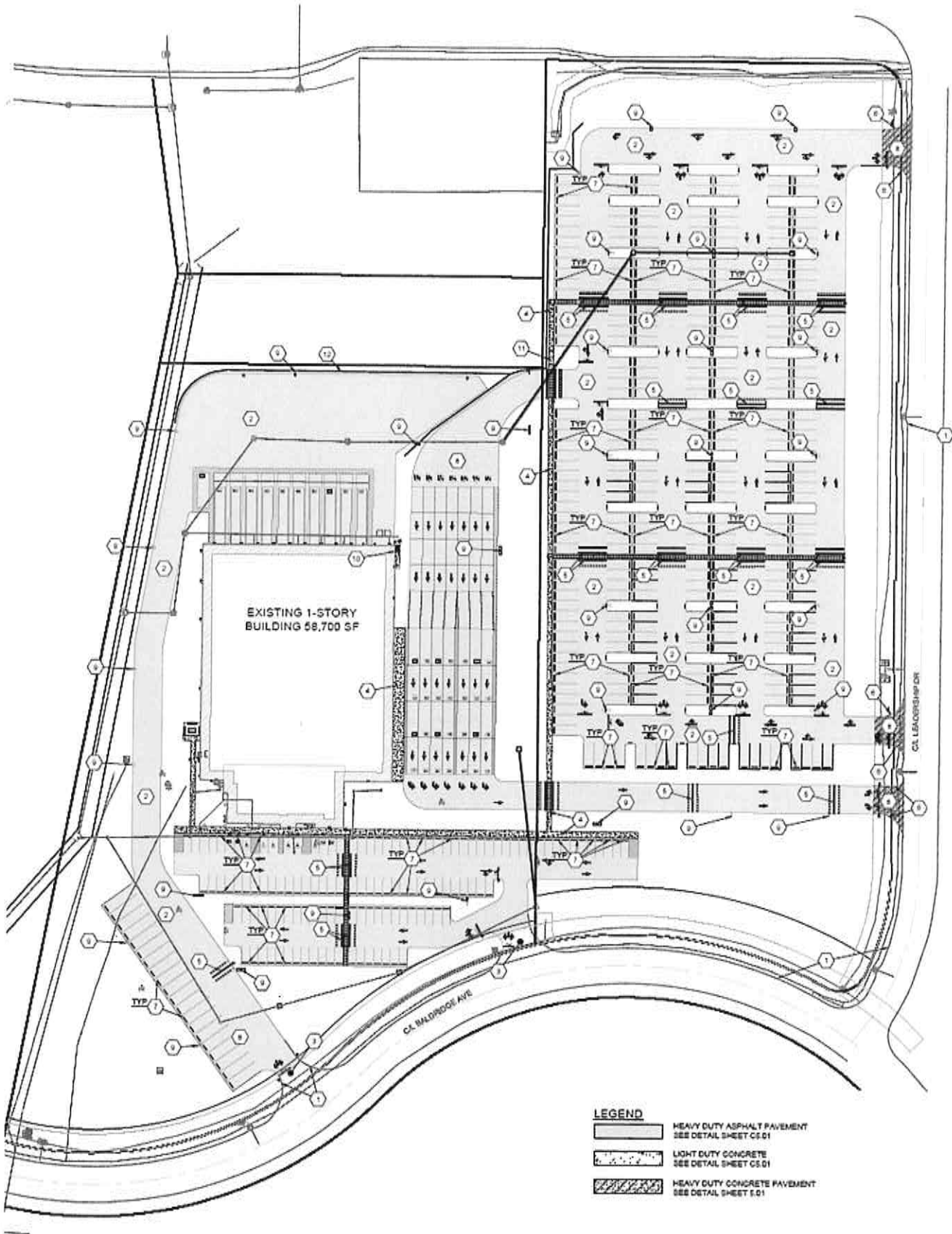
## **SUGGESTED BOARD ACTION:**

Staff recommends: Staff recommends approval as it has met the requirements of City Code.



Area Map





Site Plan

## MEMORANDUM

DATE: November 10, 2021

TO: Honorable Mayor and Board of Aldermen

FROM: Planning and Zoning Commission

RE: Recommendation from the Planning and Zoning Commission

1. The Planning and Zoning Commission recommends the approval of 7055 Baldrige Avenue and adjacent East lot Site Plan to the City of Ashland Board of Aldermen.

Leslie Martin  
Administrative Assistant

RESOLUTION 11-16-2021

A RESOLUTION TO APPROVE THE SITE PLAN FOR 7055 BALDRIGE AVENUE

ARTICLE 1. The City of Ashland requires approval by the Board of Aldermen for site plans submitted within an Airport Zoning District.

The Planning and Zoning recommends the approval of the site plan submitted by 7055 Baldrige Avenue as attached in Exhibit A.

Now, therefore be it resolved that the Board of Aldermen of the City of Ashland hereby approves the site plan for 7055 Baldrige Avenue.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Richard Sullivan, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk

# WMO3 - ASHLAND, MO SITE DEVELOPMENT PLAN ASHLAND, BOONE COUNTY, MISSOURI

**PROPERTY OWNER:**  
WMO3 PROPERTIES, LLC  
CONTACT NAME: WILLIAM J. POWELL  
ADDRESS: 8875 VAN HORN TANKEN ROAD  
COLUMBIA, MO 65213

**CIVIL ENGINEER/APPLICANT:**  
MCCLURE  
CONTACT NAME: BRIAN KEMP  
PHONE: 636.328.3444  
ADDRESS: 1793 SWIFT STREET, SUITE 100  
NORTH KANSAS CITY, MO 64116

**LEGAL DESCRIPTION:**  
SUBDIVISION BUSINESS & TECHNOLOGY PARK PLAT NO. 3, CITY OF ASHLAND, BOONE COUNTY, MISSOURI

**UTILITY PROVIDERS:**  
WATER AND SEWERAGE DEPARTMENT  
CITY OF ASHLAND PUBLIC WORKS  
ELECTRICAL SERVICE  
NATIONAL GAS SERVICE  
AMERICAN  
TELEPHONE SERVICE  
CENTURY LINK  
UTILITY LOCATOR  
MISSOURI STATE CALLING

STANDARD  
636.328.3444  
636.328.3444  
636.328.3444  
636.328.3444  
636.328.3444  
636.328.3444  
636.328.3444



## VICINITY MAP



**GREENSPACE REQUIREMENTS**  
FOR THE PROPOSED OCCUPANCY OF THIS AREA AND RESTRICTIONS OF GREENSPACE REQUIREMENTS 2% OF TOTAL LOT AREA  
TOTAL LOT AREA: 6.19 ACRES  
TOTAL GREENSPACE: 0.12 ACRES (19.5% AT LACKER 20% OF LOT AREA)  
PERMANENT GREENSPACE: 0.12 ACRES (19.5% OF LOT AREA)  
TOTAL LOT AREA: 6.19 ACRES  
TOTAL GREENSPACE: 0.12 ACRES (19.5% OF LOT AREA)  
PERMANENT GREENSPACE: 0.12 ACRES (19.5% OF LOT AREA)

NUMBER	INDEX OF SHEETS	TITLE
CO.00	COVER SHEET	
CO.01	EXISTING CONDITIONS	
CO.02	DEMOLITION PLAN	
C1.01	SITE PLAN	
C1.02	DIMENSION PLAN	
C1.03	DIMENSION PLAN	
C2.01	GRADING AND EROSION CONTROL PLAN	
C2.02	ENLARGED GRADING PLAN 1	
C2.03	ENLARGED GRADING PLAN 2	
C2.04	ENLARGED GRADING PLAN 3	
C2.05	ENLARGED GRADING PLAN 4	
C2.06	ENLARGED GRADING PLAN 5	
C3.01	DRAINAGE MAP	
C3.02	STORM SEWER PLANS - 1	
C3.03	STORM SEWER PLANS - 2	
C3.04	STORM SEWER PLANS - 3	
C3.05	STORM SEWER CALCULATIONS	
C4.01	SIGNAGE & STRIPING PLAN	
C4.02	SIGNAGE & STRIPING PLAN DETAILS	
C4.03	LIGHTING PLAN	
C4.04	LIGHTING PLAN DETAILS	
C5.01	DETAILS 1	
C5.02	DETAILS 2	
C5.03	DETAILS 3	
L0.01	LANDSCAPE PLAN	
L0.02	LANDSCAPE NOTES	

WMO3 - ASHLAND, MO  
7055 Baldrige Ave.  
Ashland, MO 65201

PROJECT NO: WMO3 (REV) 10/16/14-00  
DATE: 10/16/14



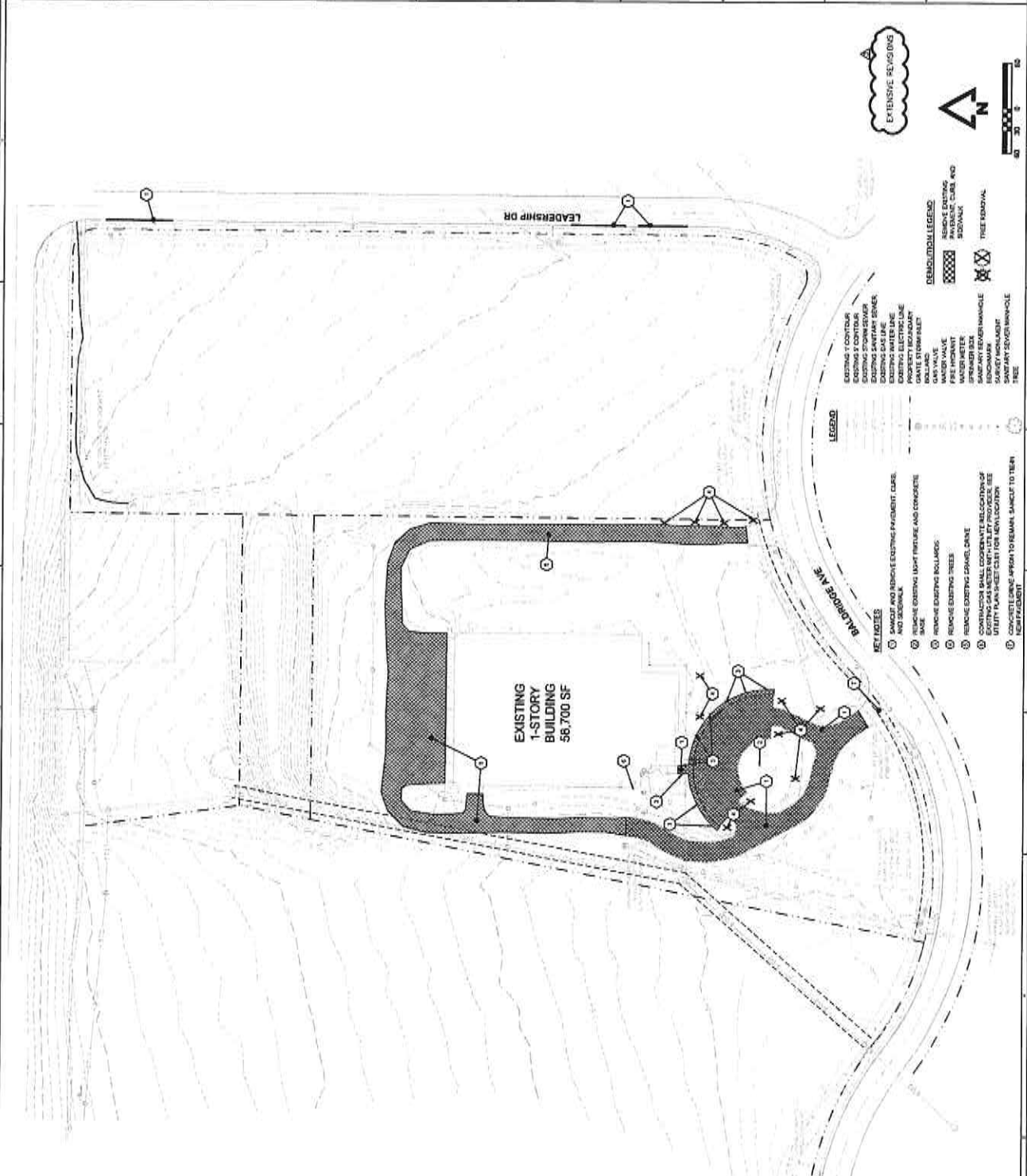
COVER SHEET  
Sheet No. \_\_\_\_\_ of \_\_\_\_\_

CO.00





- DEMOLITION NOTES:**
1. ALL EXISTING GAS, WATER, SEWER, AND WASTEWATER SHALL BE REMOVED.
  2. THE SCOPE OF DEMOLITION IS NOT LIMITED TO THE WORK INDICATED ON THE DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES AND PROVIDE AS A GENERAL GUIDE FOR VERIFYING ADDITIONAL UTILITIES MAY BE NECESSARY FOR PROPER INSTALLATION OF NEW UTILITIES. THE CONTRACTOR SHALL PROVIDE ADDITIONAL INFORMATION AND REQUIREMENTS TO THE OWNER.
  3. ALL UTILITIES NOT SPECIFICALLY MARKED FOR DEMOLITION SHALL BE PROTECTED THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE PROTECTIVE UTILITY MARKERS TO REMAIN.
  4. THE CONTRACTOR SHALL SCHEDULE AND SWITCH OFF GAS, WATER, SEWER, AND WASTEWATER WITH THE RESPECTIVE UTILITY COMPANY.
  5. THE CONTRACTOR SHALL PROTECT ALL ITEMS NOT TO BE DEMOLISHED FROM DAMAGE BY CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL COST TO THE OWNER.
  6. THE CONTRACTOR SHALL REMOVE ALL UNDERGROUND UTILITIES, SERVICES, AND CONDUITS DAMAGED BY CONSTRUCTION ACTIVITIES.
  7. ALL UTILITIES BOSS MANHOLES, VALVES, POLES AND SWITCHES SHALL BE RELOCATED TO SWITCH THE FINISHED GRADE.



**DEMOLITION PLAN**

**WM03 - ASHLAND, MO**

**7055 Baldrige Ave, Ashland, MO 65201**

**WM03 - Ashland, MO**

**PROJECT NO. WM03-14-001**

**DATE: 11/11/14**

**SCALE: AS SHOWN**

**PROJECT NO. WM03-14-001**

**DATE: 11/11/14**

**SCALE: AS SHOWN**

**PROJECT NO. WM03-14-001**

**DATE: 11/11/14**

**SCALE: AS SHOWN**

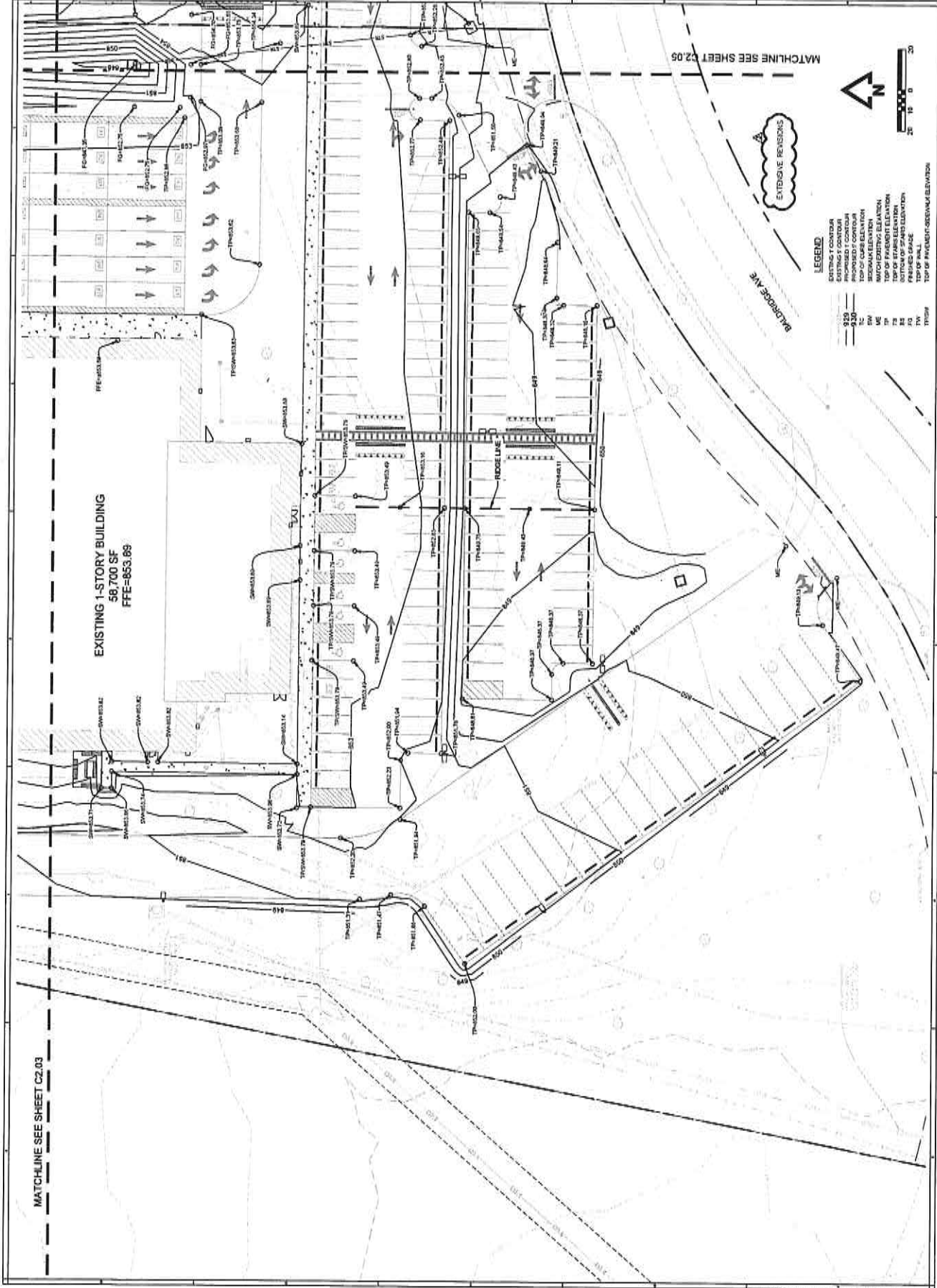












MATCHLINE SEE SHEET C2.03

EXISTING 1-STORY BUILDING  
58,700 SF  
FFE=653.69

MATCHLINE SEE SHEET C2.05

EXTENSIVE REVISIONS



**LEGEND**

- 9.20 EXISTING 1' CONTOUR
- 9.30 EXISTING 5' CONTOUR
- TC PROPOSED 1' CONTOUR
- ME TOP OF CURB ELEVATION
- TP TOP OF FINISHING ELEVATION
- TS TOP OF SLAB ELEVATION
- SS BOTTOM OF SLAB ELEVATION
- FE FINISHED GRADE
- FW TOP OF WALL
- TRV TOP OF FINISHING RECEIVING ELEVATION

**brr**  
BRIDGE ROAD RECONSTRUCTION, INC.  
10000 BRIDGE ROAD, SUITE 100  
DALLAS, TEXAS 75243  
TEL: 972.443.8800  
WWW.BRRINC.COM

**McCLURE**  
making lives better.  
10000 BRIDGE ROAD, SUITE 100  
DALLAS, TEXAS 75243  
TEL: 972.443.8800  
WWW.MCCLURE.COM

PROJECT NO. 10000 BRIDGE ROAD RECONSTRUCTION, INC.  
DATE: 08/20/2013  
BY: [Signature]  
CHECKED: [Signature]  
REVISIONS:

WM03 - ASHLAND, MO  
7055 Baldridge Ave,  
Ashland, MO 65201

ISSUE: 08/20/2013  
PROJECT NO. 10000 BRIDGE ROAD RECONSTRUCTION, INC.  
DATE: 08/20/2013  
BY: [Signature]  
CHECKED: [Signature]  
REVISIONS:



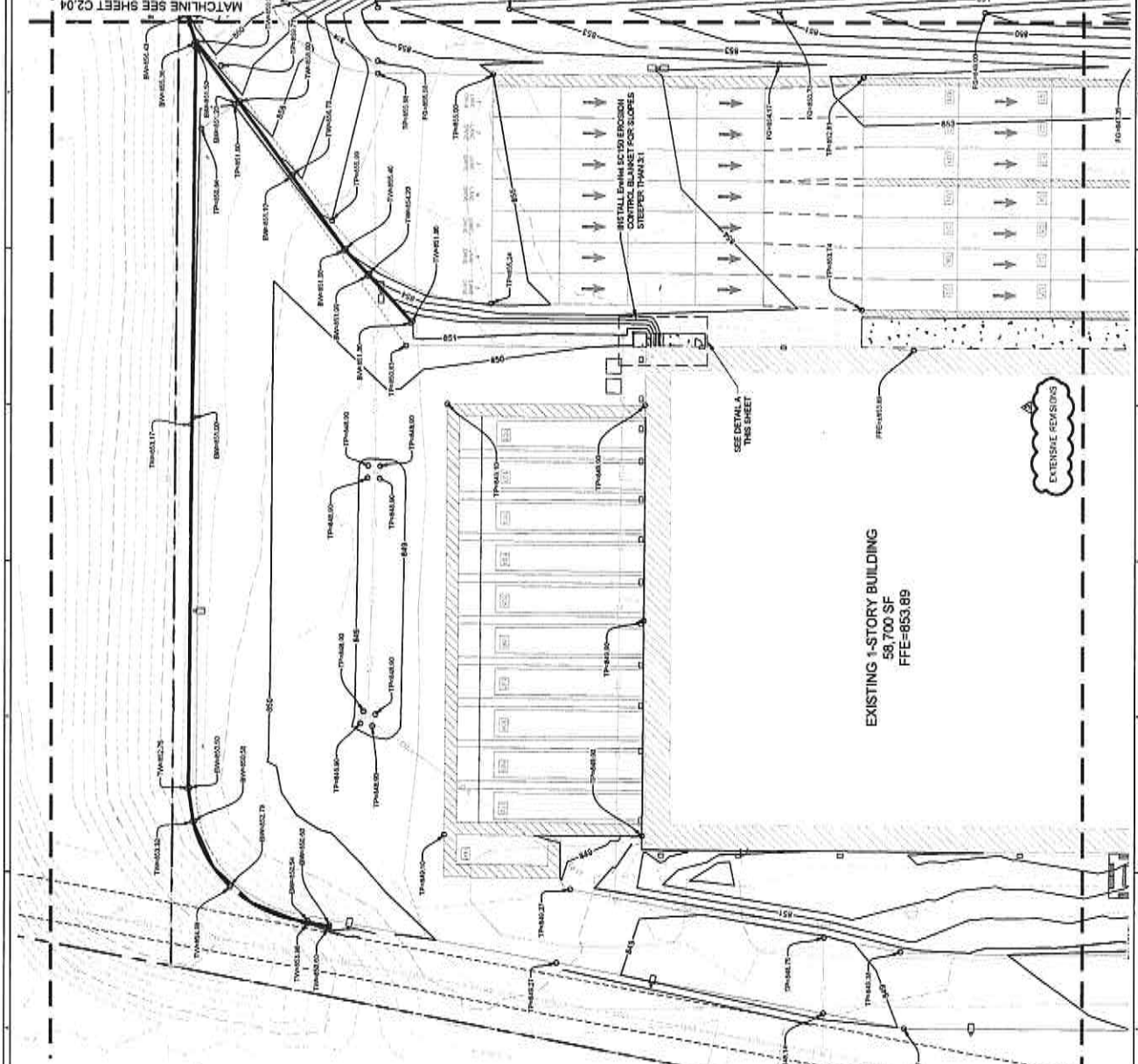
BLAUPART GROUND PLAN 1  
C2.02

**brr**  
 BRIDGE REPAIR & RECONSTRUCTION, INC.  
 1000 N. GARDNER ST., SUITE 100  
 ASHLAND, MO 65201  
 PH: 417-333-1111  
 FAX: 417-333-1112  
 WWW.BRRINC.COM

**MCCLURE**  
 ENGINEERS & ARCHITECTS  
 1000 N. GARDNER ST., SUITE 100  
 ASHLAND, MO 65201  
 PH: 417-333-1111  
 FAX: 417-333-1112  
 WWW.MCCLUREENGINEERS.COM

MO: 655 QUINCY  
 IL: 62457 QUINCY  
 IA: 50211 QUINCY  
 IN: 47457 QUINCY

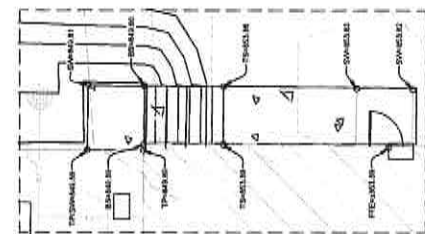
WM03 - ASHLAND, MO  
 PROJECT NO. WM03-10011-01  
 SHEET NO. **C2.03**



**LEGEND**  
 EXISTING 1' CONTOUR  
 EXISTING 5' CONTOUR  
 PROPOSED 1' CONTOUR  
 TOP OF CURB ELEVATION  
 MATCH EXISTING ELEVATION  
 TOP OF PAVEMENT ELEVATION  
 TOP OF FINISH ELEVATION  
 TOP OF PAVEMENT/BIKEWALK ELEVATION  
 FINISHED GRADE  
 BOTTOM OF RAIL

029  
 TC  
 ME  
 TP  
 BE  
 BE  
 TP  
 PD  
 SW

20' 10' 0' 20'  
 N  
 DETAIL A  
 1"=5'







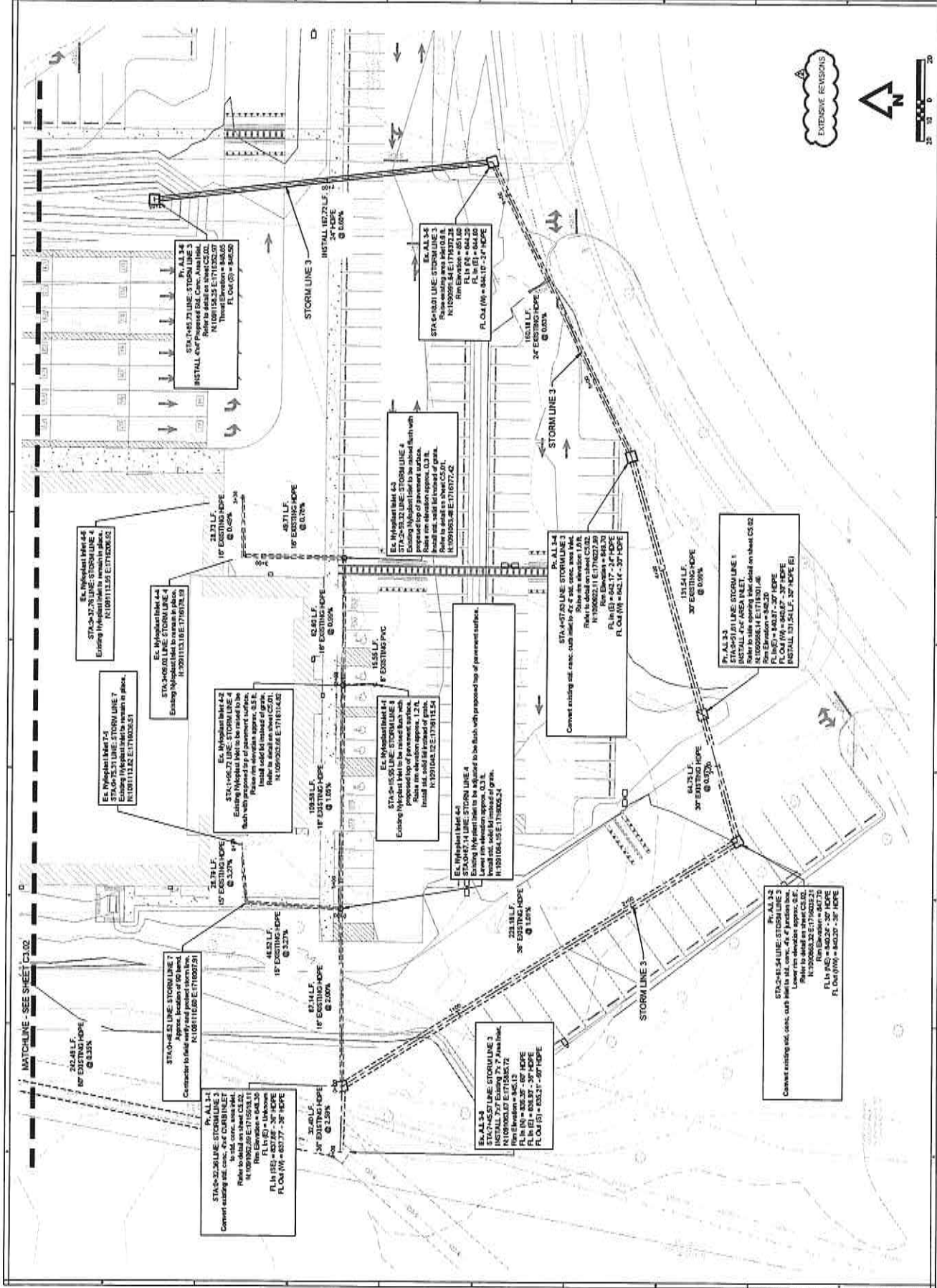












MATCHLINE - SEE SHEET C3.02

262.48 L.F.  
18" EXISTING HOPE  
@ 0.50%

36.79 L.F.  
15" EXISTING HOPE  
@ 3.20%

48.53 L.F.  
15" EXISTING HOPE  
@ 3.20%

62.14 L.F.  
18" EXISTING HOPE  
@ 2.90%

37.80 L.F.  
36" EXISTING HOPE  
@ 2.25%

108.58 L.F.  
18" EXISTING HOPE  
@ 1.80%

15.58 L.F.  
8" EXISTING PVC

16.71 L.F.  
18" EXISTING HOPE  
@ 0.75%

42.61 L.F.  
18" EXISTING HOPE  
@ 0.85%

187.72 L.F.  
36" EXISTING HOPE  
@ 0.60%

131.54 L.F.  
30" EXISTING HOPE  
@ 0.95%

64.78 L.F.  
30" EXISTING HOPE  
@ 0.95%

238.18 L.F.  
36" EXISTING HOPE  
@ 1.95%

10.41 L.F.  
36" EXISTING HOPE  
@ 0.95%

**Pr. A.I. 3.4**  
STA 7+45.70 LINE: STORM LINE 3  
INSTALL 40" PREPARED CON. AREA INLET  
Refer to sheet CS-01 for details  
Rise Elevations = 848.05  
FL In (B) = 848.17 - 3" HOPE  
FL Out (W) = 848.05

**Pr. A.I. 3.4**  
STA 6+18.01 LINE: STORM LINE 3  
INSTALL 40" PREPARED CON. AREA INLET  
Refer to sheet CS-01 for details  
Rise Elevations = 848.05  
FL In (B) = 848.17 - 3" HOPE  
FL Out (W) = 848.05

**Pr. A.I. 3.4**  
STA 6+18.01 LINE: STORM LINE 3  
INSTALL 40" PREPARED CON. AREA INLET  
Refer to sheet CS-01 for details  
Rise Elevations = 848.05  
FL In (B) = 848.17 - 3" HOPE  
FL Out (W) = 848.05

**Pr. A.I. 3.4**  
STA 6+75.00 LINE: STORM LINE 3  
INSTALL 40" PREPARED CON. AREA INLET  
Refer to sheet CS-01 for details  
Rise Elevations = 848.05  
FL In (B) = 848.17 - 3" HOPE  
FL Out (W) = 848.05

**Pr. A.I. 3.4**  
STA 6+75.00 LINE: STORM LINE 3  
INSTALL 40" PREPARED CON. AREA INLET  
Refer to sheet CS-01 for details  
Rise Elevations = 848.05  
FL In (B) = 848.17 - 3" HOPE  
FL Out (W) = 848.05

**Pr. A.I. 3.4**  
STA 7+45.70 LINE: STORM LINE 3  
INSTALL 40" PREPARED CON. AREA INLET  
Refer to sheet CS-01 for details  
Rise Elevations = 848.05  
FL In (B) = 848.17 - 3" HOPE  
FL Out (W) = 848.05

**Pr. A.I. 3.4**  
STA 6+18.01 LINE: STORM LINE 3  
INSTALL 40" PREPARED CON. AREA INLET  
Refer to sheet CS-01 for details  
Rise Elevations = 848.05  
FL In (B) = 848.17 - 3" HOPE  
FL Out (W) = 848.05

**Pr. A.I. 3.4**  
STA 6+75.00 LINE: STORM LINE 3  
INSTALL 40" PREPARED CON. AREA INLET  
Refer to sheet CS-01 for details  
Rise Elevations = 848.05  
FL In (B) = 848.17 - 3" HOPE  
FL Out (W) = 848.05

**Pr. A.I. 3.4**  
STA 6+75.00 LINE: STORM LINE 3  
INSTALL 40" PREPARED CON. AREA INLET  
Refer to sheet CS-01 for details  
Rise Elevations = 848.05  
FL In (B) = 848.17 - 3" HOPE  
FL Out (W) = 848.05

**Pr. A.I. 3.1**  
STA 6+32.30 LINE: STORM LINE 3  
INSTALL 70" EXISTING 7x7 AREA INLET  
Refer to sheet CS-01 for details  
Rise Elevations = 848.30  
FL In (B) = 848.37 - 3" HOPE  
FL Out (W) = 848.37 - 3" HOPE

**Pr. A.I. 3.1**  
STA 6+32.30 LINE: STORM LINE 3  
INSTALL 70" EXISTING 7x7 AREA INLET  
Refer to sheet CS-01 for details  
Rise Elevations = 848.30  
FL In (B) = 848.37 - 3" HOPE  
FL Out (W) = 848.37 - 3" HOPE

**Pr. A.I. 3.2**  
STA 6+32.30 LINE: STORM LINE 3  
INSTALL 70" EXISTING 7x7 AREA INLET  
Refer to sheet CS-01 for details  
Rise Elevations = 848.30  
FL In (B) = 848.37 - 3" HOPE  
FL Out (W) = 848.37 - 3" HOPE

**Pr. A.I. 3.2**  
STA 6+32.30 LINE: STORM LINE 3  
INSTALL 70" EXISTING 7x7 AREA INLET  
Refer to sheet CS-01 for details  
Rise Elevations = 848.30  
FL In (B) = 848.37 - 3" HOPE  
FL Out (W) = 848.37 - 3" HOPE

**brr**  
BRIDGE REPAIR & RECONSTRUCTION  
1000 N. WASHINGTON ST.  
ST. LOUIS, MO 63101  
TEL: 314.241.1000  
WWW.BRR.COM

**McCLURE**  
making lives better.  
1000 N. WASHINGTON ST.  
ST. LOUIS, MO 63101  
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WWW.MCCLURE.COM

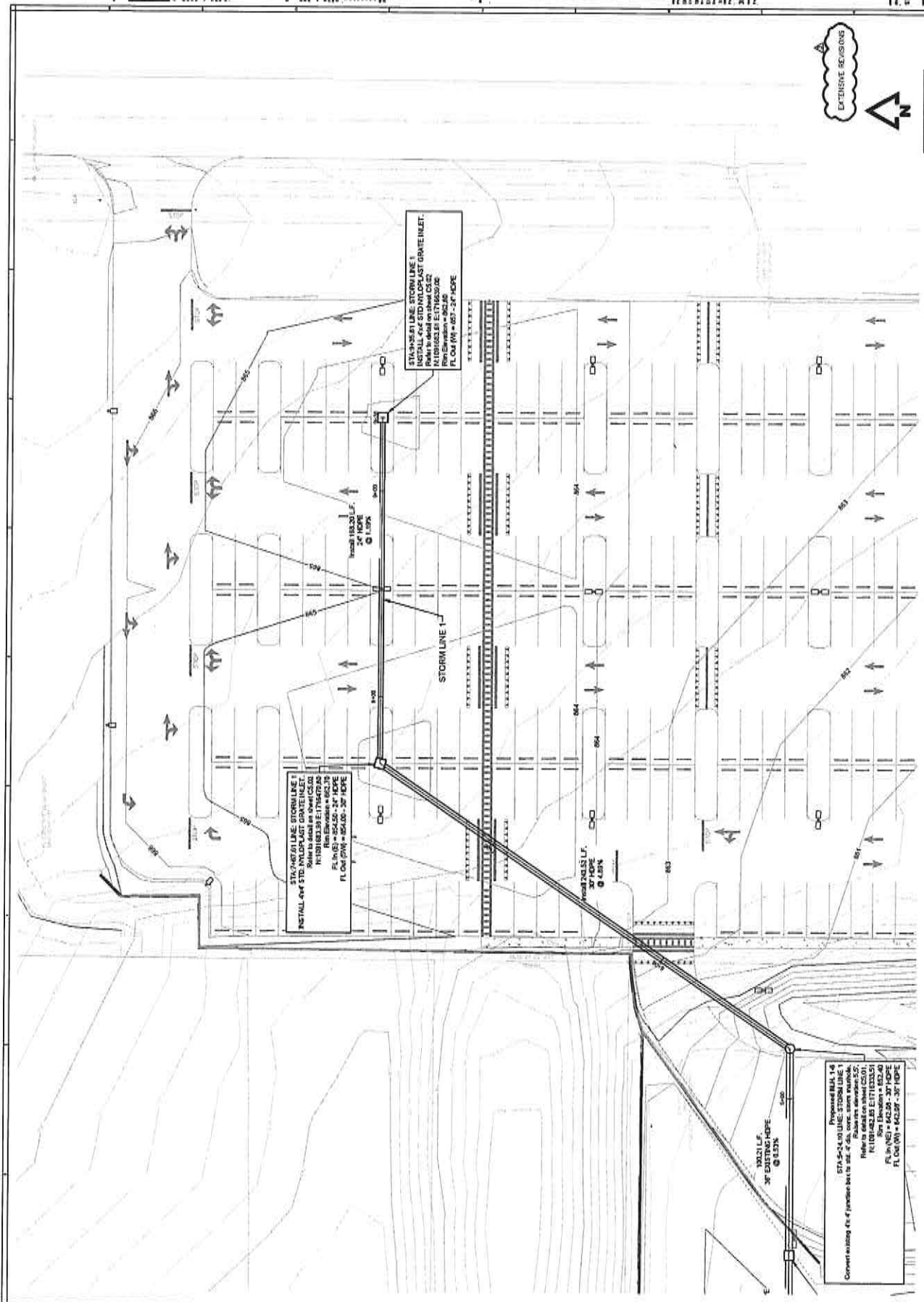
7055 Baldrige Ave.  
Ashland, MO 65201

**WM03 - ASHLAND, MO**

PROJECT NO. 20090018  
SHEET NO. 11033-010  
DATE: 11/11/11

STORM LINE REF PLANS-2

**C3.03**



EXPANSIVE REVISIONS



STORMLINE STORAGE LINE 1  
 INSTALL 4x4 STD INTERLURAST GRATE INLET.  
 INVERT ELEVATION = 802.75  
 RIM ELEVATION = 803.75  
 FL. OUT (W) = 804.00' - 30' HOPE  
 FL. OUT (S) = 804.00' - 30' HOPE

STORMLINE STORAGE LINE 1  
 INSTALL 4x4 STD INTERLURAST GRATE INLET.  
 INVERT ELEVATION = 802.85  
 RIM ELEVATION = 817.65  
 FL. OUT (W) = 807' - 30' HOPE

Proposed MAIL 14  
 STA 5+24.00 LINE: STORM LINE 1  
 4' dia. conc. storm manhole.  
 Refer to detail on sheet C2.01  
 INVERT ELEVATION = 842.00  
 RIM ELEVATION = 842.25' - 30' HOPE  
 FL. OUT (W) = 842.25' - 30' HOPE

**bit**  
 A COMMITMENT TO EXCELLENCE  
 10000 W. BRIDGE AVENUE  
 SUITE 100  
 WASHINGTON, DC 20037  
 TEL: 703.241.1000  
 FAX: 703.241.1001  
 WWW.BIT.COM

**McCLURE**  
 ENGINEERING & ARCHITECTURE  
 7055 BALDRIDGE AVE.  
 ASHLAND, MO 65201  
 TEL: 417.333.1100  
 FAX: 417.333.1101  
 WWW.MCCLURE-ENG.COM

PROJECT NO. WMO3-ASHLAND-03  
 SHEET NO. C3.04  
 DATE: 10/20/2011 1:21 PM  
 BY: ENK/LEN

WMO3 - Ashland, MO  
 7055 Baldrige Ave.  
 Ashland, MO 65201

PROJECT NO. WMO3-ASHLAND-03  
 SHEET NO. C3.04  
 DATE: 10/20/2011 1:21 PM  
 BY: ENK/LEN

C3.04

25-YEAR STORM SEWER DESIGN - INLET CALCULATIONS

Line No.	Manhole	Area (sq ft)	Inlet Time (min)	Intensity (in/hr)	Rainfall Coefficient	Q-CM (cfs)	Q (cfs)	Collector Depth (ft)	Collector Velocity (ft/s)
1	PC-A1.1-1	5.63	5	9.15	0.50	5.21	5.21	0.57	34.67
2	Ex. Hydrostatic 4-1	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
3	Structure - SR	4.07	0	0.00	0.00	0.00	0.00	0.00	0.00
4	Ex. Hydrostatic 1-1	0.25	5	9.30	0.35	0.14	0.14	0.03	5.2
5	Ex. Hydrostatic 4-2	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
6	Ex. Hydrostatic 4-3	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
7	Ex. Hydrostatic 4-4	0.03	5	9.15	0.30	0.28	0.28	0.02	4.26
8	Ex. Hydrostatic 4-5	0.10	5	9.15	0.30	0.28	0.28	0.05	7.08
9	Ex. Hydrostatic 4-6	0.02	5	9.15	0.30	0.26	0.26	0.00	0.00
10	PC-A1.2-1	0.84	5	9.15	0.30	0.26	0.26	0.00	0.00
11	PC-A1.3-1	0.71	5	9.15	0.30	0.26	0.26	0.00	0.00
12	PC-A1.3-2	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
13	PC-A1.3-3	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
14	PC-A1.3-4	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
15	PC-A1.3-5	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
16	PC-A1.3-6	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
17	PC-A1.3-7	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
18	PC-A1.3-8	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
19	PC-A1.3-9	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
20	PC-A1.3-10	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
21	PC-A1.3-11	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
22	PC-A1.3-12	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
23	PC-A1.3-13	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
24	PC-A1.3-14	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
25	PC-A1.3-15	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
26	PC-A1.3-16	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
27	PC-A1.3-17	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
28	PC-A1.3-18	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
29	PC-A1.3-19	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
30	PC-A1.3-20	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
31	PC-A1.3-21	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
32	PC-A1.3-22	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
33	PC-A1.3-23	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
34	PC-A1.3-24	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
35	PC-A1.3-25	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
36	PC-A1.3-26	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
37	PC-A1.3-27	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
38	PC-A1.3-28	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
39	PC-A1.3-29	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
40	PC-A1.3-30	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
41	PC-A1.3-31	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
42	PC-A1.3-32	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
43	PC-A1.3-33	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
44	PC-A1.3-34	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
45	PC-A1.3-35	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
46	PC-A1.3-36	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
47	PC-A1.3-37	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
48	PC-A1.3-38	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
49	PC-A1.3-39	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00
50	PC-A1.3-40	0.34	5	9.15	0.30	0.26	0.26	0.00	0.00

25-YEAR STORM SEWER DESIGN - PIPE CALCULATIONS

Line Pipe/Seg	Q (cfs)	Inlet Elev (ft)	Outlet Elev (ft)	Length (ft)	Velocity (ft/s)	Depth (ft)	Area (sq ft)	Hydraulic Radius (ft)	Friction Loss (ft/1000)	Head Loss (ft)	Velocity (ft/s)	Depth (ft)	Area (sq ft)	Hydraulic Radius (ft)	Friction Loss (ft/1000)	Head Loss (ft)	Velocity (ft/s)	Depth (ft)	Area (sq ft)	Hydraulic Radius (ft)	Friction Loss (ft/1000)	Head Loss (ft)	
1	36	23.36	835.63	837.64	6.08	1.82	0.26	0.62	833.46	32.98	837.77	0.15	0.15	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07
2	18	0.25	844	844.13	0.13	0.38	0.26	0.64	842.19	0.45	842.19	0.15	0.15	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07
3	15	0.1	847.73	847.81	0.08	0.25	0.26	0.64	845.83	0.18	845.83	0.15	0.15	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07
4	15	0.14	848.38	848.37	0.19	0.28	0.26	0.64	847.25	0.53	847.25	0.15	0.15	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07
5	24	2.24	848.37	848.12	0.25	0.29	0.26	0.64	846.18	0.87	846.18	0.15	0.15	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07
6	24	2.24	847.13	847.08	0.15	0.29	0.26	0.64	845.18	0.59	845.18	0.15	0.15	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07
7	24	2.24	847.13	847.08	0.15	0.29	0.26	0.64	844.18	0.59	844.18	0.15	0.15	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07
8	24	2.24	847.13	847.08	0.15	0.29	0.26	0.64	843.18	0.59	843.18	0.15	0.15	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07
9	8	0.08	849.1	849.77	0.67	0.35	0.26	0.64	847.09	2.71	847.09	0.15	0.15	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07
10	36	40.23	837.28	838.43	1.09	3.85	0.26	0.64	835.43	15.74	835.43	0.15	0.15	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07
11	30	41.72	842.24	842.35	0.11	4.41	0.26	0.64	840.54	11.74	840.54	0.15	0.15	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07
12	24	21.08	844.1	843.16	0.94	3.14	0.26	0.64	841.95	10.18	841.95	0.15	0.15	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07
13	24	21.08	844.1	843.16	0.94	3.14	0.26	0.64	840.95	10.18	840.95	0.15	0.15	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07
14	24	21.08	844.1	843.16	0.94	3.14	0.26	0.64	839.95	10.18	839.95	0.15	0.15	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07
15	36	3.06	839.05	839.77	0.72	3.14	0.26	0.64	837.84	11.14	837.84	0.15	0.15	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07
16	36	3.06	839.05	839.77	0.72	3.14	0.26	0.64	836.84	11.14	836.84	0.15	0.15	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07
17	36	3.06	839.05	839.77	0.72	3.14	0.26	0.64	835.84	11.14	835.84	0.15	0.15	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07
18	36	3.06	839.05	839.77	0.72	3.14	0.26	0.64	834.84	11.14	834.84	0.15	0.15	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07
19	36	3.06	839.05	839.77	0.72	3.14	0.26	0.64	833.84	11.14	833.84	0.15	0.15	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07
20	36	3.06	839.05	839.77	0.72	3.14	0.26	0.64	832.84	11.14	832.84	0.15	0.15	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07
21	36	3.06	839.05	839.77	0.72	3.14	0.26	0.64	831.84	11.14	831.84	0.15	0.15	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07
22	36	3.06	839.05	839.77	0.72	3.14	0.26	0.64	830.84	11.14	830.84	0.15	0.15	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07
23	36	3.06	839.05	839.77	0.72	3.14	0.26	0.64	829.84	11.14	829.84	0.15	0.15	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07

Note: \* Normal depth assumed \*\* Critical depth. J Line contains 1/4" jump; 1/2" zero function loss



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WMO3 - ASHLAND, MO



STORM SEWER CALCULATOR



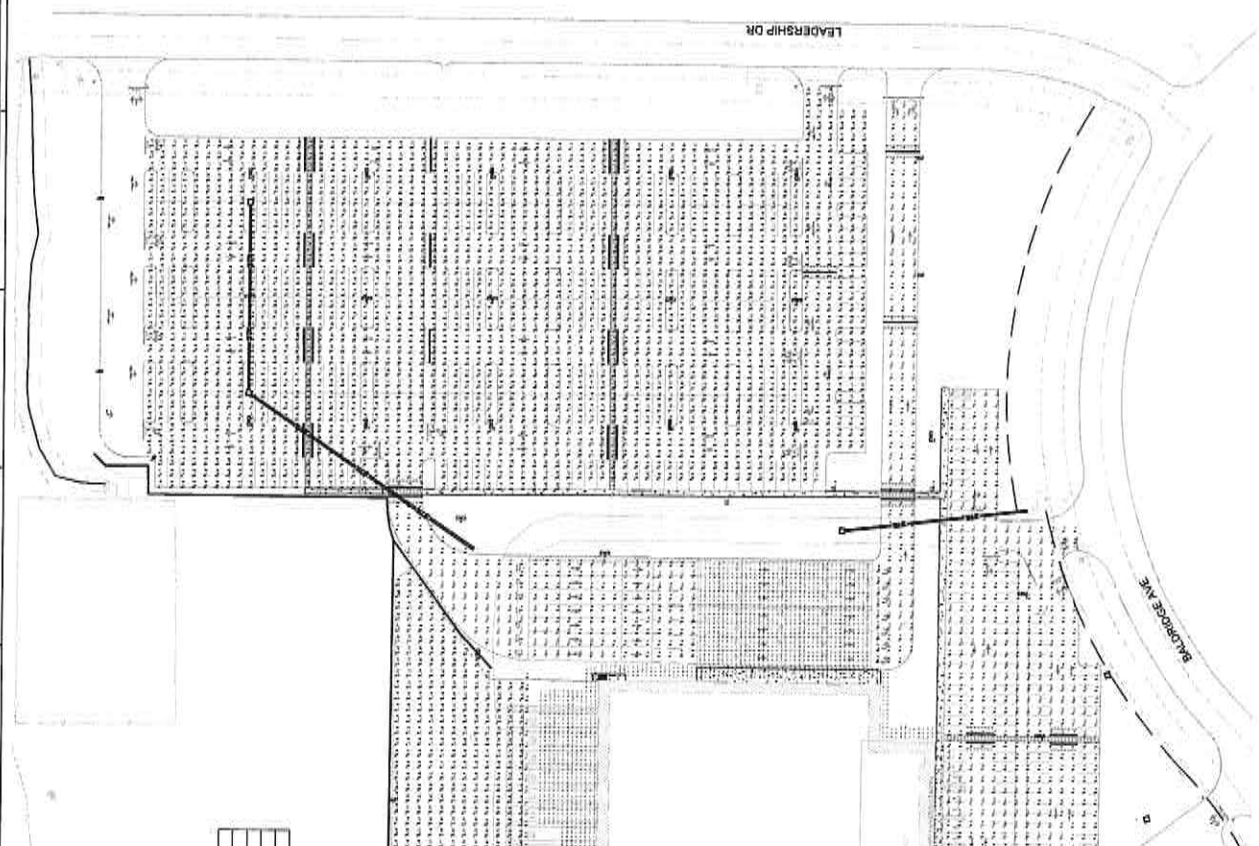




Label	Avg	Max	Min	Avg Min	Max Min
DELIVERY VAN NORTH DRIVE LANE	5.07	7.77	3.1	1.84	2.48
DELIVERY VAN NORTH DRIVE LANE	5.07	7.77	3.1	1.84	2.48
DELIVERY VAN PARKING	4.55	10.3	1.7	3.53	6.38
AA CAR PARKING	4.55	10.3	1.7	3.53	6.38
DELIVERY VAN QUEUING	5.30	14.4	2.6	2.28	4.00
BIBBORD TRAILER BAY	2.69	4.8	1.7	1.58	2.82
NORTH DRIVING LANE	3.18	13.5	0.7	4.56	17.50
SOUTH OUTBOUND LANE	5.51	13.8	2.1	2.82	6.57
SOUTHWEST PARKING	6.18	11.7	1.5	4.12	8.47
WEST DRIVING LANE	4.97	10.8	1.3	3.78	8.31

Symbol	Qty	Arrangement	LUF	Description	Lum. Spacing	Notes
0	2	A	0.95	ECFL-09L-AM-WAG23	318	1, 2, 3, 4
1	16	B	0.95	ECFL-09L-AM-WAG24	318	1, 2, 3, 4
2	24	DD	0.95	ECFL-09L-AM-WAG2-RW	318	1, 2, 3, 4

- NOTES:
- ALL VALUES ARE CALCULATED FOR EACH LUMINAIRE
  - 27 MOUNTING HEIGHT ON EXTENDED BOSE.
  - SEE SINGLE LUMINAIRE POLE DETAIL.
  - SEE DOUBLE LUMINAIRE POLE DETAIL.















WM03 - ASHLAND, MO  
 7055 Baldrige Ave.  
 Ashland, MO 65201

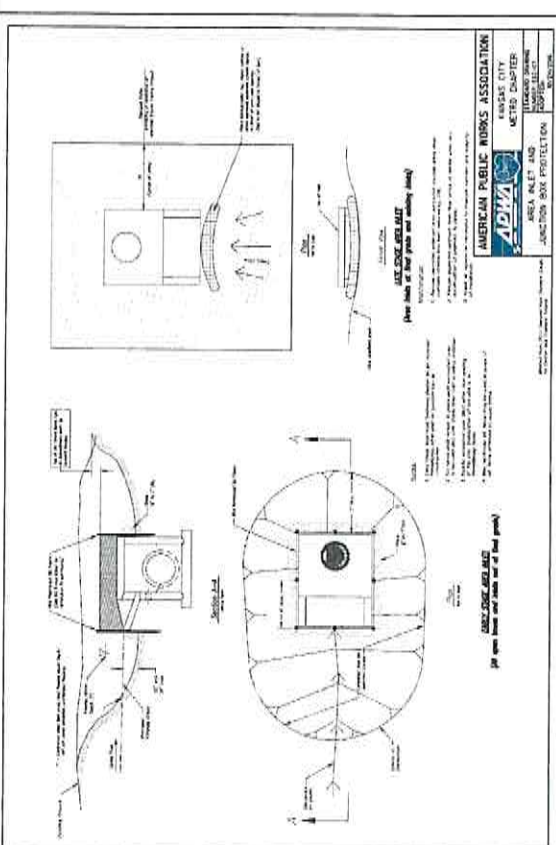
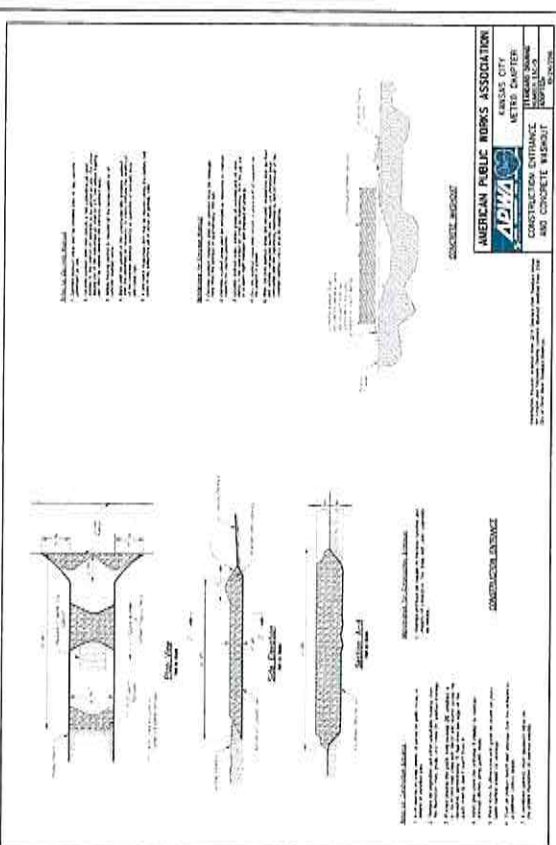
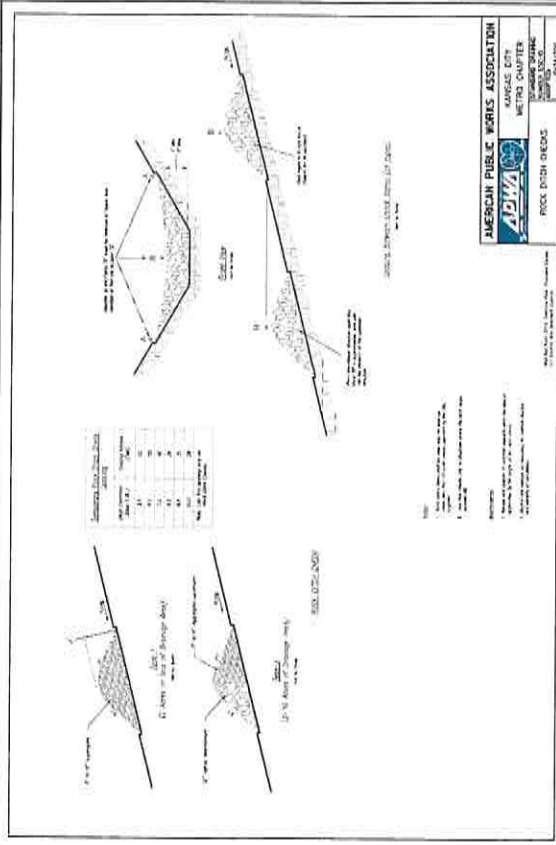
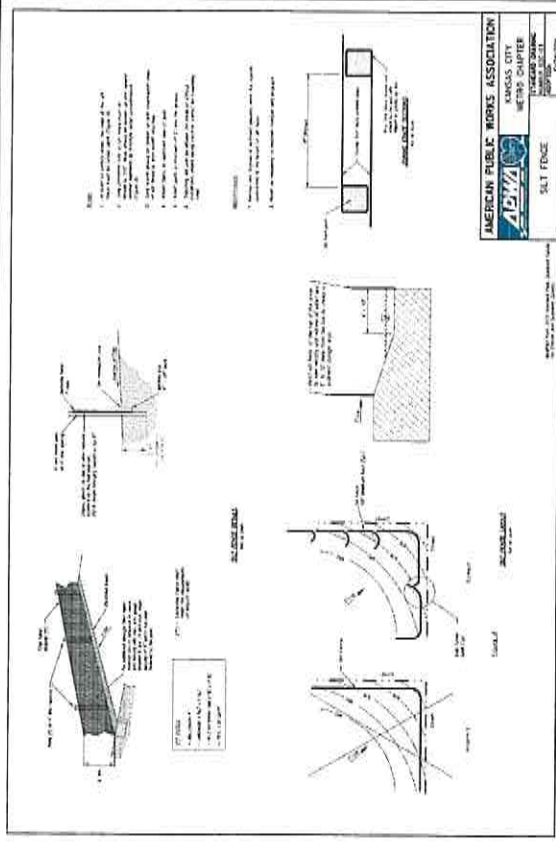
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 SHEET NO. C5.03



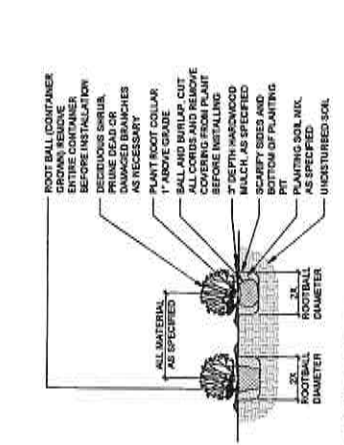
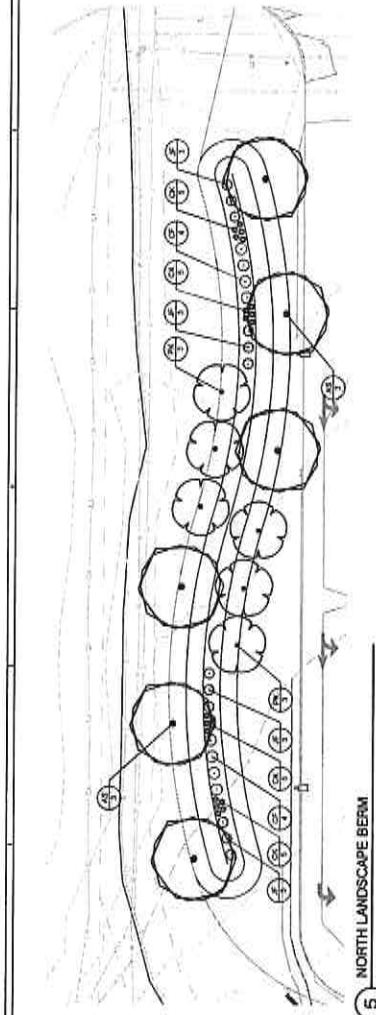
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 METRO CHAPTER  
 131313140

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 131313140







**PLANT SCHEDULE**

QTY	SYMBOL	SCIENTIFIC COMMON NAME	COMMON NAME	SIZE	CONTAINER
1	1	Amelanchier canadensis	Shadbush	4" PL	CONTAINER
1	2	Amelanchier canadensis	Shadbush	4" PL	CONTAINER
1	3	Amelanchier canadensis	Shadbush	4" PL	CONTAINER
1	4	Amelanchier canadensis	Shadbush	4" PL	CONTAINER
1	5	Amelanchier canadensis	Shadbush	4" PL	CONTAINER
1	6	Amelanchier canadensis	Shadbush	4" PL	CONTAINER
1	7	Amelanchier canadensis	Shadbush	4" PL	CONTAINER
1	8	Amelanchier canadensis	Shadbush	4" PL	CONTAINER
1	9	Amelanchier canadensis	Shadbush	4" PL	CONTAINER
1	10	Amelanchier canadensis	Shadbush	4" PL	CONTAINER
1	11	Amelanchier canadensis	Shadbush	4" PL	CONTAINER
1	12	Amelanchier canadensis	Shadbush	4" PL	CONTAINER
1	13	Amelanchier canadensis	Shadbush	4" PL	CONTAINER
1	14	Amelanchier canadensis	Shadbush	4" PL	CONTAINER
1	15	Amelanchier canadensis	Shadbush	4" PL	CONTAINER
1	16	Amelanchier canadensis	Shadbush	4" PL	CONTAINER
1	17	Amelanchier canadensis	Shadbush	4" PL	CONTAINER
1	18	Amelanchier canadensis	Shadbush	4" PL	CONTAINER
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1	47	Amelanchier canadensis	Shadbush	4" PL	CONTAINER
1	48	Amelanchier canadensis	Shadbush	4" PL	CONTAINER
1	49	Amelanchier canadensis	Shadbush	4" PL	CONTAINER
1	50	Amelanchier canadensis	Shadbush	4" PL	CONTAINER

**LANDSCAPE NOTES**

- PLANT SCHEDULE
- LANDSCAPE NOTES
- DECIDUOUS TREE PLANTING
- SHRUB AND PERENNIAL PLANTING
- NORTH LANDSCAPE BERM

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7055 Baldrige Ave.  
Ashland, MO 65201

**LANDSCAPE NOTES**

**L.O.02**



# City of Ashland

109 East Broadway, Ashland, Missouri 65010

**Department Source:** City Administrator

**To:** Board of Alderpersons

**From:** Lelande Rehard

**Board Meeting Date:** 11/16/21

**Re:** Payment to Optimist Pool

**EXECUTIVE SUMMARY:** The Board and Ashland Optimist Club entered into a new pool agreement in the spring of 2021. The Optimist have closed out their books on the 2021 pool season and have submitted an invoice per the agreement of \$3,000.00 for capital expenses and a revenue subsidy of \$888.82.

**DISCUSSION:**

This is year one of the three year agreement with the Optimist Club for supporting the operation of the Community Pool. The City waives all Water, Sewer, and Trash fees for the pool, the City pays the Optimist Club \$3,000 per year for the term of the agreement to assist with needed repairs and replacements, and the City agrees to maintain the up to \$3,000 operational loss payment.

The Optimist have provided documentation of capital items purchased before the pool season began and a profit-loss statement showing an operational loss of \$888.82.

**FISCAL IMPACT:**

Short Term Impact (cost proposed legislation the next 2 years): \$3,888.82

Long Term Impact: \$0

**SUGGESTED BOARD ACTION:** Approval of a payment of \$3,888.82 to the Optimist Club for capital items purchased and to offset their operational loss of the community's swimming pool for calendar year 2021.



11-16-2021

A RESOLUTION AUTHORIZING THE PAYMENT TO THE ASHLAND OPTIMIST CLUB FOR  
THE COMMUNITY POOL

---

THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND,  
MISSOURI AS FOLLOWS:

The Board of Aldermen entered into a Community Pool Agreement with the Ashland Optimist Club on  
April 06, 2021.

Furthermore, the Board of Aldermen as per the agreement has reviewed the financial statements and  
invoices and authorizes the payment of \$3,000.00 for the operational loss and \$888.82 for the capital  
items with a total payment of \$3,888.82 to the Ashland Optimist Club for the Ashland Community Pool.  
The financial statements and invoices are hereby attached as Exhibit "A".

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Richard Sullivan, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk



# Ashland Optimist Club

## Balance Sheet

As of September 30, 2021

	TOTAL		
	AS OF SEP 30, 2021	AS OF SEP 30, 2020 (PY)	CHANGE
<b>ASSETS</b>			
Current Assets			
Bank Accounts			
Checking - Bingo Account	6,969.07	7,294.07	-325.00
Checking - Regular Account	4,309.08	5,841.63	-1,532.55
Foundation Account	20,885.80	20,351.67	534.13
Petty Cash - Kitchen	250.00	250.00	0.00
Regular Money Market	128,767.05	128,754.32	12.73
<b>Total Bank Accounts</b>	<b>\$161,181.00</b>	<b>\$162,491.69</b>	<b>\$ -1,310.69</b>
Other Current Assets			
Rodeo Committee	1,000.00	1,000.00	0.00
<b>Total Other Current Assets</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$0.00</b>
<b>Total Current Assets</b>	<b>\$162,181.00</b>	<b>\$163,491.69</b>	<b>\$ -1,310.69</b>
Fixed Assets			
Accum Depr - Bldgs & Imp	-725,088.06	-701,082.30	-24,005.76
Buildings & Improvements	748,504.44	748,504.44	0.00
Equipment	80,818.52	80,818.52	0.00
Land	46,764.61	46,764.61	0.00
Land-Foundation	232,863.18	232,863.18	0.00
<b>Total Fixed Assets</b>	<b>\$383,862.69</b>	<b>\$407,868.45</b>	<b>\$ -24,005.76</b>
Other Assets			
Endowment Fund			
OI Foundation/Scholarship	115,672.50	101,676.68	13,995.82
<b>Total Endowment Fund</b>	<b>115,672.50</b>	<b>101,676.68</b>	<b>13,995.82</b>
Rent/Utility Deposits	100.00	100.00	0.00
<b>Total Other Assets</b>	<b>\$115,772.50</b>	<b>\$101,776.68</b>	<b>\$13,995.82</b>
<b>TOTAL ASSETS</b>	<b>\$661,816.19</b>	<b>\$673,136.82</b>	<b>\$ -11,320.63</b>
<b>LIABILITIES AND EQUITY</b>			
Liabilities			
<b>Total Liabilities</b>			<b>\$0.00</b>
Equity			
Foundation			
Restricted - Foundation			
AOSA Soccer	250.00	250.00	0.00
Boone Electric Trust	0.00	1,868.08	-1,868.08
Firework Show	869.06		869.06
MFA Oil Soccer	1,783.50	1,783.50	0.00
Restricted - Bike Project	491.37	648.26	-156.89
<b>Total Restricted - Foundation</b>	<b>3,393.93</b>	<b>4,549.84</b>	<b>-1,155.91</b>
Unrestricted - Foundation	250,355.05	245,137.71	5,217.34
<b>Total Foundation</b>	<b>253,748.98</b>	<b>249,687.55</b>	<b>4,061.43</b>
Restricted Fund Balance	115,672.50	101,676.68	13,995.82
Retained Earnings	0.00	0.00	0.00
Unrestricted Fund Balance	317,711.16	322,064.89	-4,353.73
Net Income	-25,316.45	-292.30	-25,024.15
<b>Total Equity</b>	<b>\$661,816.19</b>	<b>\$673,136.82</b>	<b>\$ -11,320.63</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$661,816.19</b>	<b>\$673,136.82</b>	<b>\$ -11,320.63</b>

# Ashland Optimist Club

## Profit and Loss

September 2021

	TOTAL
<b>Income</b>	
Administrative Income	
Club Breakfast Receipts	301.00
Interest Income	1.05
Scholarship	13.00
<b>Total Administrative Income</b>	<b>315.05</b>
Building Income	
Building & Field Rental	1,900.00
<b>Total Building Income</b>	<b>1,900.00</b>
Foundation Income	
Firework Show	385.00
Foundation Pass Thru Payment	-1,999.04
<b>Total Foundation Income</b>	<b>-1,614.04</b>
Pool Income	
Admission	524.00
Concession-Drinks	40.00
Concessions-Food	107.50
Party	-150.00
<b>Total Pool Income</b>	<b>521.50</b>
<b>Total Income</b>	<b>\$1,122.51</b>
<b>GROSS PROFIT</b>	<b>\$1,122.51</b>
<b>Expenses</b>	
Administrative Expenses	
Bank Charges	2.45
Club Breakfast Expense	126.28
Insurance	229.00
Legal & Accounting	112.50
<b>Total Administrative Expenses</b>	<b>470.23</b>
Building Expenses	
Utilities	1,238.24
<b>Total Building Expenses</b>	<b>1,238.24</b>
Community Service Expenses	
Memorials	200.00
Other Comm Serv Projects	250.00
<b>Total Community Service Expenses</b>	<b>450.00</b>
Pool Expenses	
Advertising	255.00
Chemicals	1,806.10
Concession	717.57
Gross Wages	2,705.33

# Ashland Optimist Club

## Profit and Loss

September 2021

	TOTAL
Payroll Fees	222.38
Payroll Taxes	232.74
Repairs & Maintenance	659.88
Supplies/Equipment	569.15
Utilities	525.58
<b>Total Pool Expenses</b>	<b>7,693.73</b>
Soccer Expenses	
Field Maintenance	251.96
Field Utilities	179.95
<b>Total Soccer Expenses</b>	<b>431.91</b>
Track	
Medals	214.00
<b>Total Track</b>	<b>214.00</b>
<b>Total Expenses</b>	<b>\$10,498.11</b>
NET OPERATING INCOME	<b>\$ -9,375.60</b>
Other Expenses	
Non-Cash Expenses	
Depreciation	2,000.48
<b>Total Non-Cash Expenses</b>	<b>2,000.48</b>
<b>Total Other Expenses</b>	<b>\$2,000.48</b>
NET OTHER INCOME	<b>\$ -2,000.48</b>
NET INCOME	<b>\$ -11,376.08</b>

# Ashland Optimist Club

## Profit and Loss by Class

October 2020 - September 2021

	BINGO	COMMUNITY SERVICE	FOUNDATION	GENERAL	POOL	YOUTH	TOTAL
<b>Income</b>							
Administrative Income							\$0.00
Club Breakfast Receipts				1,070.00			\$1,070.00
Interest Income				12.73			\$12.73
Membership Income				5,980.00			\$5,980.00
Membership Income Paypal Fee				-39.86			\$ -39.86
Miscellaneous Income				435.18			\$435.18
Scholarship				187.00		13,995.82	\$14,182.82
<b>Total Administrative Income</b>				<b>7,645.05</b>		<b>13,995.82</b>	<b>\$21,640.87</b>
<b>Baseball Income</b>							
Baseball Income							\$0.00
Baseball Paypal Fees						-242.20	\$ -242.20
User Fees						6,760.00	\$6,760.00
<b>Total Baseball Income</b>						<b>6,517.80</b>	<b>\$6,517.80</b>
<b>Basketball Income</b>							
Basketball Income							\$0.00
Basketball PayPal Fee						-384.45	\$ -384.45
User Fees						11,190.00	\$11,190.00
<b>Total Basketball Income</b>						<b>10,805.55</b>	<b>\$10,805.55</b>
<b>Building Income</b>							
Building Income							\$0.00
Building & Field Rental				5,757.00			\$5,757.00
<b>Total Building Income</b>				<b>5,757.00</b>			<b>\$5,757.00</b>
<b>Community Service Income</b>							
Community Service Income							\$0.00
<b>Fundraisers</b>							
Fundraisers							\$0.00
Wreath Fundraiser							\$0.00
Wreath Fundraiser Gross		2,331.90					\$2,331.90
Wreath Fundraiser Other Fees		-1,527.10					\$ -1,527.10
Wreath Fundraiser Paypal Fee		-51.33					\$ -51.33
<b>Total Wreath Fundraiser</b>		<b>753.47</b>					<b>\$753.47</b>
<b>Total Fundraisers</b>		<b>753.47</b>					<b>\$753.47</b>
Veterans Breakfast		163.00					\$163.00
<b>Total Community Service Income</b>		<b>916.47</b>					<b>\$916.47</b>
<b>Foundation Income</b>							
Foundation Income							\$0.00
Firework Show			8,066.92				\$8,066.92
Foundation Contributions			3,321.00				\$3,321.00
Foundation Pass Thru Income			91,720.00				\$91,720.00
Foundation Pass Thru Payment			-93,719.04				\$ -93,719.04
<b>Total Foundation Income</b>			<b>9,388.88</b>				<b>\$9,388.88</b>
<b>Pool Income</b>							
Pool Income							\$0.00
Admission					12,725.00		\$12,725.00
Concession-Drinks					2,315.50		\$2,315.50
Concessions-Food					12,712.67		\$12,712.67
Donations					1,307.80		\$1,307.80
Lessons					2,820.00		\$2,820.00
Over/Short					1.15		\$1.15
Party					4,410.00		\$4,410.00
Passes					30,360.00		\$30,360.00
Pool Paypal Fee					-807.54		\$ -807.54
Sponsored Events					300.00		\$300.00

# Ashland Optimist Club

## Profit and Loss by Class

October 2020 - September 2021

	BINGO	COMMUNITY SERVICE	FOUNDATION	GENERAL	POOL	YOUTH	TOTAL
Summer School Pool					1,820.00		\$1,820.00
<b>Total Pool Income</b>					<b>67,964.58</b>		<b>\$67,964.58</b>
Soccer Income							\$0.00
Soccer PayPal Fee						-1,002.54	\$ -1,002.54
User Fees						28,030.00	\$28,030.00
<b>Total Soccer Income</b>						<b>27,027.46</b>	<b>\$27,027.46</b>
<b>Total Income</b>	<b>\$0.00</b>	<b>\$916.47</b>	<b>\$9,388.88</b>	<b>\$13,402.05</b>	<b>\$67,964.58</b>	<b>\$58,346.63</b>	<b>\$150,018.61</b>
<b>GROSS PROFIT</b>	<b>\$0.00</b>	<b>\$916.47</b>	<b>\$9,388.88</b>	<b>\$13,402.05</b>	<b>\$67,964.58</b>	<b>\$58,346.63</b>	<b>\$150,018.61</b>
Expenses							
Administrative Expenses							\$0.00
Bank Charges				107.15			\$107.15
Club Breakfast Expense				328.28			\$328.28
Conference Registrations				902.00			\$902.00
Convention Expenses				355.35			\$355.35
Insurance				229.00			\$229.00
Legal & Accounting				1,482.50			\$1,482.50
Licenses and Permits				410.00		175.50	\$585.50
Miscellaneous Expense				282.50			\$282.50
Office Supplies				576.06			\$576.06
Ol Dues/Fees				8,948.74			\$8,948.74
<b>Total Administrative Expenses</b>				<b>13,621.58</b>		<b>175.50</b>	<b>\$13,797.08</b>
Baseball Expenses							\$0.00
Fees						-100.00	\$ -100.00
Field Maintenance						225.00	\$225.00
Supplies & Other						4,396.67	\$4,396.67
<b>Total Baseball Expenses</b>						<b>4,521.67</b>	<b>\$4,521.67</b>
Basketball Expenses							\$0.00
Fees						660.00	\$660.00
Supplies & Other						2,220.00	\$2,220.00
<b>Total Basketball Expenses</b>						<b>2,880.00</b>	<b>\$2,880.00</b>
Bingo Expenses							\$0.00
Application Fee/Fines	325.00						\$325.00
<b>Total Bingo Expenses</b>	<b>325.00</b>						<b>\$325.00</b>
Building Expenses							\$0.00
Cleaning				561.96			\$561.96
Lawn Maintenance				4,787.50			\$4,787.50
Repairs & Maintenance				704.08		585.00	\$1,289.08
Utilities				12,496.91			\$12,496.91
<b>Total Building Expenses</b>				<b>18,550.45</b>		<b>585.00</b>	<b>\$19,135.45</b>
Community Service Expenses							\$0.00
Community Teachers Assn		269.70					\$269.70
Donations to Other Organizations		37.50					\$37.50
Memorials						200.00	\$200.00
Other Comm Serv Projects		250.00					\$250.00
Veterans Breakfast		80.35					\$80.35
<b>Total Community Service Expenses</b>		<b>637.55</b>				<b>200.00</b>	<b>\$837.55</b>



# Ashland Optimist Club

## Profit and Loss by Class

October 2020 - September 2021

	BINGO	COMMUNITY SERVICE	FOUNDATION	GENERAL	POOL	YOUTH	TOTAL
Firework Advertisement			174.71				\$174.71
Firework Insurance			2,523.15				\$2,523.15
Firework Show			4,500.00				\$4,500.00
Foundation Payments			156.89				\$156.89
Other Youth Act Expense							\$0.00
Boys/Girls State						500.00	\$500.00
Oratorical Contest						400.00	\$400.00
Youth Sponsorship						300.00	\$300.00
<b>Total Other Youth Act Expense</b>						<b>1,200.00</b>	<b>\$1,200.00</b>
Pool Expenses							\$0.00
Advertising					375.85		\$375.85
Chemicals					3,626.10		\$3,626.10
Concession					9,149.22		\$9,149.22
Gross Wages					37,998.36		\$37,998.36
Insurance					1,438.00		\$1,438.00
Miscellaneous Expense					413.33		\$413.33
Payroll Fees					1,287.48		\$1,287.48
Payroll Taxes					3,268.67		\$3,268.67
Repairs & Maintenance					6,045.47		\$6,045.47
Supplies/Equipment					5,060.57		\$5,060.57
Utilities					3,190.35		\$3,190.35
<b>Total Pool Expenses</b>					<b>71,853.40</b>		<b>\$71,853.40</b>
Scholarships							\$0.00
A+ Scholarships						1,325.00	\$1,325.00
College Scholarships						4,500.00	\$4,500.00
Contribution to Doug Glascock						14,076.82	\$14,076.82
<b>Total Scholarships</b>						<b>19,901.82</b>	<b>\$19,901.82</b>
Soccer Expenses							\$0.00
Awards						431.25	\$431.25
Equipment						7,441.50	\$7,441.50
Fees						10,400.00	\$10,400.00
Field Maintenance						651.96	\$651.96
Field Utilities						1,707.00	\$1,707.00
Officiating						60.00	\$60.00
Supplies & Other						1,221.78	\$1,221.78
<b>Total Soccer Expenses</b>						<b>21,913.49</b>	<b>\$21,913.49</b>
Track							\$0.00
Medals						214.00	\$214.00
<b>Total Track</b>						<b>214.00</b>	<b>\$214.00</b>
<b>Total Expenses</b>	<b>\$325.00</b>	<b>\$637.55</b>	<b>\$7,354.75</b>	<b>\$32,172.03</b>	<b>\$71,853.40</b>	<b>\$51,591.48</b>	<b>\$163,934.21</b>
<b>NET OPERATING INCOME</b>	<b>\$ -325.00</b>	<b>\$278.92</b>	<b>\$2,034.13</b>	<b>\$ -18,769.98</b>	<b>\$ -3,888.82</b>	<b>\$6,755.15</b>	<b>\$ -13,915.60</b>
Other Income							
PY City Donation					12,604.91		\$12,604.91
<b>Total Other Income</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$12,604.91</b>	<b>\$0.00</b>	<b>\$12,604.91</b>

# Ashland Optimist Club

## Profit and Loss by Class

October 2020 - September 2021

	BINGO	COMMUNITY SERVICE	FOUNDATION	GENERAL	POOL	YOUTH	TOTAL
Other Expenses							
Non-Cash Expenses							\$0.00
Depreciation				24,005.76			\$24,005.76
<b>Total Non-Cash Expenses</b>				<b>24,005.76</b>			<b>\$24,005.76</b>
<b>Total Other Expenses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$24,005.76</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$24,005.76</b>
NET OTHER INCOME	\$0.00	\$0.00	\$0.00	\$-24,005.76	\$12,604.91	\$0.00	\$-11,400.85
NET INCOME	\$-325.00	\$278.92	\$2,034.13	\$-42,775.74	\$8,716.09	\$6,755.15	\$-25,316.45

Give us feedback @ survey.walmart.com  
Thank you! ID #:70CF3T4MGZ1



573-449-0815 Mgr: JUSTIN  
1201 GRINDSTONE PKWY  
COLUMBIA MO 65201

ST# 00451	OP# 009031	TE# 31	TR# 02826
MAILBOX	004646201067		13.97 X
2 IN. CHIP	007708915022		1.00 X
2 IN. CHIP	007708915022		1.00 X
2 IN. CHIP	007708915022		1.00 X
POOL THERM	067618707581		3.87 X
NOTE TY	076379564203		6.98 X
CARD GRAD	000920035887		3.57 X
ROLL WRAP	076379572782		3.98 X
ROLL WRAP	076379572782		3.98 X
PLAYBALL	003314903303		2.50 X
PLAYBALL	003314903303		2.50 X
	SUBTOTAL		44.35
TAX 1	8.600 %		3.81
	TOTAL		48.16
	VISA TEND		48.16

CHASE VISA \*\*\*\*\* 6032 I 1  
APPROVAL # 08816D  
REF # 1042000314  
TRANS ID - 381169675877799  
VALIDATION - ZK33  
PAYMENT SERVICE - E  
AID A000000031010  
AAC F6E7BD1DE247C9CE  
TERMINAL # SC010317  
06/18/21 13:46:33  
CHANGE DUE 0.00

# ITEMS SOLD 11  
IC# 3700 4439 6426 6316 6890



10:19

LTE



Search Amazon



## View order details

Order date Jun 12, 2021  
Order # 114-6911013-9071415  
Order total \$180.00 (5 items)

## Shipment details

Standard Shipping

## Delivered

Delivery Estimate  
Wednesday, June 16, 2021 by 8pm



5

**Pentair R38013A** \$36.00  
**Basket for Floating Weir, Admiral Skimmer**  
Qty: 5  
Sold By: HomeChoise

Contact Seller

Track shipment >

Buy it again >

## Payment information

### Payment Method

Amazon.com Visa Signature ending in 6032





Buy it again >

### Payment information

#### Payment Method

Amazon.com Visa Signature ending in 6032

Earned 5% Back with your Amazon Prime Rewards Visa Signature card. >  
See terms and conditions.

#### Billing Address

6687 American Setter Dr  
Ashland, MO 65010

### Shipping address

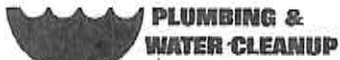
jennifer Zagorac  
6687 American Setter Dr  
Ashland, MO 65010  
United States

### Order Summary

Items:	\$180.00
Shipping & Handling:	\$0.00
Total Before Tax:	\$180.00
Estimated Tax Collected:	\$0.00
<b>Order Total</b>	<b>\$180.00</b>







1-800-GET-ROTO

(573) 834-499 / Jefferson City  
(573) 814-0501 Fax  
Columbia #17-16738; Jefferson City #82

74502

SEWER & DRAIN  PLUMBING  PUMPING   
 INDUSTRIAL  EXCAVATION  DRAIN TILE   
 CUSTOMER CLASS  
 RESIDENTIAL  COMMERCIAL

Operated as an Independent Contractor

CUSTOMER NAME: Ashland Optmist Pool CUSTOMER NO. \_\_\_\_\_  
 SERVICE ADDRESS: 410 N Main St APT. NUMBER \_\_\_\_\_ FEDERAL I.D. # 27-3922468  
 CITY: Ashland STATE/PROVINCE: MO ZIP/POSTAL: \_\_\_\_\_ CUSTOMER PHONE NO. \_\_\_\_\_ P.O. NUMBER/AUTHORIZATION \_\_\_\_\_  
 BILLING ADDRESS (IF DIFFERENT FROM SERVICE ADDRESS) \_\_\_\_\_ CITY \_\_\_\_\_ STATE/PROVINCE \_\_\_\_\_ ZIP/POSTAL \_\_\_\_\_

REPAIR CODE	ESTIMATE AND DESCRIPTION OF WORK TO BE PERFORMED (The approximate starting date is _____, and the approximate completion date is _____. Neither date is guaranteed. Unexpected conditions or problems could cause delays. A definite completion date is not of the essence.)	\$ AMOUNT
<u>306</u>	<u>Replaced flushometer, vacuum breaker, spud washer on left side urinal. Tested; flushing normally, no backups or leaks.</u>	
	<u>Also, replaced leaking stop.</u>	

WORK ORDER AUTHORIZATION I authorize the services indicated and agree to pay the amounts specified. I have read and agree to the terms on the reverse side, including the limits on Roto-Rooter's responsibility specified in those terms.

(SIGNATURE) \_\_\_\_\_ (PRINT NAME) \_\_\_\_\_  
 CHANGES TO ESTIMATE: I authorize these changes \_\_\_\_\_  
 ADJUSTMENTS/CHANGES IN WORK TO BE PERFORMED (Use additional invoice if needed to describe changes) \_\_\_\_\_

COMMENTS \_\_\_\_\_

COMPLETION I acknowledge completion of the above described work which has been done to my complete satisfaction.  
 (SIGNATURE) [Signature] (PRINT NAME) [Name]  
 (EMAIL ADDRESS) \_\_\_\_\_  
 Send plumbing tips, product/services information and coupons via email.

LABOR \$ 311.00  
 PARTS \$ 94.20  
 PRODUCTS \$ \_\_\_\_\_  
 OTHER \$ 32.50  
(\$ Trip Chg)  
 TAX \$ \_\_\_\_\_  
 INVOICE TOTAL \$ 437.70

Mastercard "Melissa Bonderer" PAYMENT 5112 7101 0109 5052  
 CASH  CHECK NO. \_\_\_\_\_ \*  CREDIT CARD  NET 10 DAYS  
 OVER 30 DAYS = LATE CHARGE OF 1 1/2% PER MONTH \*In the event check is returned, the CUSTOMER is responsible for all related bank fees.  
[614] 08/22 65010

NEXT VISIT \_\_\_\_\_ PLEASE PAY FROM THIS INVOICE

RESIDENTIAL GUARANTEE		COMMERCIAL GUARANTEE	
LABOR		LABOR	
<input type="checkbox"/> Main/Branch Lines	6 months	<input type="checkbox"/> Main/Branch Lines	30 days
<input type="checkbox"/> Toilet Auger	7 days	<input type="checkbox"/> Toilet Auger	24 hours
<input type="checkbox"/> Plumbing Repair	6 months	<input checked="" type="checkbox"/> Plumbing Repair	<u>90 days</u>
<input type="checkbox"/> Plumbing Replacement	1 year	<input type="checkbox"/> Plumbing Replacement	90 days
<input type="checkbox"/> Extended Guarantee	1 year		
REASON FOR NO GUARANTEE _____			

Rely on the experts at Roto-Rooter for complete plumbing and drain services. Call 1-800-GET-ROTO (438-7686).  
 Visit us at [rotorooter.com](http://rotorooter.com) for coupons, helpful hints and more. Complete our customer survey at: [rotorooter.com/contact-us/customer-survey](http://rotorooter.com/contact-us/customer-survey).  
 And, follow us online for news, timely updates, and other plumbing and drain information.

- [facebook.com/rotorooter](https://facebook.com/rotorooter)
- [twitter.com/rotorooter](https://twitter.com/rotorooter)
- [rotorooter.com/blog](http://rotorooter.com/blog)
- [youtube.com/rotorootertv](https://youtube.com/rotorootertv)

[Signature]  
 (Service Technician's Signature)  
[Name]  
 (Print Service-Technician's Name and Number)

CUSTOMER COPY



40 YEARS OF CUSTOMER SATISFACTION!

# Invoice

1909 S. Country Club Dr.  
 Jefferson City, MO 65109  
 Ph: (573) 893-3650

Invoice #: A155171

Date: 07/14/2021

PO #:

ID: 100648

<b>BILL TO</b>	
ASHLAND OPTIMIST P.O. BOX 201 ASHLAND, MO 65010  Phone# (573) 634-2211 Cell# 573-821-2799	Date Due: 08/13/2021 Terms: NET30  Contact: Sales ID:  Title:

ITEM	QTY	PART #	DESCRIPTION	PRICE	UNIT	TOTAL
1	2	LABOR	LABOR PER HOUR	80.00	EACH	160.00
2	2	UNIOPRAPUMP2HT	PUMP UNION- PRAHER 2"MPTX2"SKT HT	24.99	EACH	49.98
3	4	FITT902	90- 2	2.95	EACH	11.80

Thanks for your business!	Item Total	221.78
	Sales Tax	0.00
	Freight	0.00
	<b>TOTAL</b>	<b>221.78</b>
	Paid/Deposit	0.00
	Order Balance	<b>221.78</b>

# Transaction details



## \$1,070.00

Sale



May 28, 2021 Transaction date

May 30, 2021 Posted date



ROTO ROOTER  
(573) 474-2370

Description	ROTO ROOTER
Also known as	ROTO ROOTER
Merchant type	Heating, plumbing and air conditioning contractors
Method	Online, mail or phone
Card number	(...6032)
Category	Home

Memo

Type here and press enter to save

200 of 200 characters remaining.

## Transaction details



# \$1,070.00

Sale



May 27, 2021 Transaction date

May 28, 2021 Posted date



ROTO ROOTER  
(573) 474-2370

Description	ROTO ROOTER
Also known as	ROTO ROOTER
Merchant type	Heating, plumbing and air conditioning contractors
Method	Online, mail or phone
Card number	(...6032)
Category	Home

Memo

Type here and press enter to save

200 of 200 characters remaining.

[See recent charges](#) ▾

8:07

LTE

430

3 Messages  
Menards.com - Thank you f...

To track the status of your order from MENARDS.COM®, click on the order number below.

**Pick Up at Store - Menards Picks**

- Order #: [JEF54393](#)
  - Transaction ID: 5268
  - Register ID: 77
  - Store Number: 3246
- JEFFERSON CITY  
810 STONECREEK DR  
JEFFERSON CITY, MO 65109

Description	Quantity	Status	Price
Tetra® 3,600 GPH Large Pond Pump Model Number: 19040	1	Processed	\$188.99

**Order Summary:**

Order Confirmation Number: 26695446  
 Order Date: 04/17/2021  
 Merchandise Subtotal: \$188.99  
 Processing Fee: \$1.40  
 Sales Tax: \$14.71  
 Order Total: \$205.10

**Payment Information:**

Mastercard - \*\*\*\*\*2115 \$205.10

**Billing Address:**

Jennifer Zagorac  
 6687 American Setter Dr  
 ASHLAND, MO 65010-8961  
 US  
 Phone: 5738212799

[Check your gift card balance here >](#)


If you have placed this order through your MENARDS.COM® shopping account, you can view your order history and status by logging into your account and clicking on the "View Orders" link. If you do not already have a MENARDS.COM® account, you can [sign up here](#).

If you have questions or concerns regarding order cancellation or returns [click here](#) to contact us or to view our full Return Policy [click here](#).

Receive garden tips, sales notifications and helpful home maintenance reminders with Menards® e-mails! [Click here to sign up!](#)

We look forward to helping you with all your home improvement needs! Thank you for shopping Menards® where you always Save BIG Money!®

Please bring the below Order Pick Up Slip(s) to the store when picking up your items.

<b>MENARDS®</b> <i>Dedicated to Service &amp; Quality™</i>	MENARDS.COM®			
JEFFERSON CITY - Store#: 3246 810 STONECREEK DR	<table border="1"> <tr><td>Guest Information</td></tr> <tr><td>Jennifer Zagorac</td></tr> </table>	Guest Information	Jennifer Zagorac	Menards Picks Order Pick Up Slip
Guest Information				
Jennifer Zagorac				



The one in

Pump \$205.10





LOWE'S HOME CENTERS, LLC  
3441 MISSOURI BLVD

JEFFERSON CITY, MO 65109 (573) 636-2400

SALES# : S1077LAX 3667512 TRANS# : 67705488 04-17-21  
-- SALE --

102928 AE 50-FT BACKWASH HOSE	18.98
649796 50-CT CLOROX SMART STRIPS	12.98
1290787 1 IN. X 3-1/2 INZINCSREW	14.90
5 @ 2.98	
192069 AE 1-1/4-INAND1-1/2-IN BA	1.09
2473564 SS OTD MED BASKET	10.98
1436428 #28 HOSE CLAMP	3.16
2 @ 1.58	

SUBTOTAL: 62.09  
TAX: 4.80  
INVOICE 11867 TOTAL: 66.89  
VISA: 66.89

VISA: XXXXXXXXXXXXX6032 AMOUNT:66.89 AUTHCD: 05102D  
CHIP REFID:107711038157 04/17/21 19:23:53  
APL: CHASE VISA TUR: 0080008000  
AID: A000000031010 ISI: E600  
CYPRE. 1077 TERMINAL: 11 04/17/21 19:24:48

Backwash hose \$18.98

INzincscrew \$14.90

Inand1-1/2 in ba \$1.09

Hose clamp \$3.16

Total: \$38.13

**Public Works Report**  
**Ashland Board of Aldermen Meeting**  
**11/16/2021**

**Completed/Current Projects**

- **Street Repairs/Maintenance**
  - Roundabout Project
    - Phase 3 (Southern side) has begun.
      - Access from S Henry Clay has been closed, but Broadway traffic open both directions.
    - Phase 2 (Center section) is complete.
      - East bound traffic is now routed through center of roundabout while work continues on South side.
    - Project is estimated to be completed sometime in January 2022.
  - Mill and Overlay Project
    - Christensen Construction has completed repairs.
      - 10 streets were milled and overlaid with asphalt
  - Russian Setter Project
    - Project is scheduled to begin week of November 15<sup>th</sup>.
    - Anticipated 1 week timeline for all work to be completed, with an additional week of concrete cure time before the road can be reopened.
  - Curb Repair Project
    - Watson Concrete will be repairing approximately 1,200 linear feet of curb and gutter throughout town.
      - Project will begin in early to mid-December, dependent on weather.
- **Stormwater Repairs/Maintenance**
  - Billy Joe Sapp Dr Project
    - Upon arrival of junction and inlet boxes, project can begin.
    - Project anticipated for completion in December or January, due to delays with metal castings (inlet grates/manholes).
- **Park Improvements/Maintenance**
  - Veteran's Memorial
    - Project is complete and Dedication/Ribbon Cutting occurred on Veteran's Day, 11/11/21 at 8:30 AM.
  - Ballfield Remodel
    - Dependent upon material acquisition, ballfield remodel should be completed during winter months.
  - Holiday Decorations
    - Decorations will be installed week of 11/22/2021.
- **Sanitary Sewer**
  - Attached Operations Report from Alliance Water Resources.



## **REPORT OF OPERATIONS**

# **Ashland, Missouri**

## **Wastewater Treatment Plant**

**October 2021**

**Submitted by Alliance Water Resources, Inc.**

**OUR  
MISSION**

*We partner with communities to deliver the finest water and wastewater services available at a competitive price. We are committed to keeping water safe and clean while serving people and taking care of communities with improved technical operations, careful management and financial oversight, and ensured regulatory compliance.*

**Alliance Water Resources, Inc.**

**206 S. Keene St.  
Columbia, MO  
65201**

**(573)874-8080**

**Administrative**

Jade starts WW classes 11/2 -12/8 in St Peters

She has eased into her roll of lab reports and EDMR responsibilities, as well as daily plant duties. Also locates and on call.

Josh Bailey is performing L/S checks daily, routine maintenance, locates, and general plant maintenance.

**Wastewater Treatment Plant**

- Operations, regular checks completed, and weekly E-coli
- Completed E-coli sampling & testing for season the year. Resumes in April.
- Quarterly MDNR Samples collected.
- Repaired and re-Installed Sludge Pump at Eastside LS.
- Repaired yard hydrant at WWTP.
- Weekly cleaning of effluent pipes.
- Skimmed clarifier daily
- Started Sludge bacteria bench test. 4 days= 60% removal.
- Add Liquid Oxygen to lagoon and Headworks weekly for odor.
- Cleaned all bar screens at Headworks. Performed weekly.
- Skimmed clarifier basins.
- Cleaned baskets in A2. Daily
- Replaced skimmer in clarifier B
- Fixed door handle on GMC.
- Monthly composite MDNR Samples collected and reported to MO DNR

**Lift Station/Sewer Collection System**

- Performed weekly lift station testing and routine checks.
- Checked manholes upstream of Eastside. No rags or mop heads found.
- Found large chunk of grease in manhole near McDonalds. Will follow up.
- Henry Clay repair is completed. Pics included. Will return and backfill.
- Laser leveled the Aeromod weir. It is perfect.
- Lakeview LS is operational on both pumps.
- Ordered new heater diodes for Justin LS. Will install when parts arrive.
- Josh built a "spear" to retrieve debris from LS. Works well.
- Added FOG bacteria to Lakeview LS. Has grease problem. Will follow up.
- Cleaned floats at Lakeview LS
- Lock out tag out at Caspien LS. One of the pump motors is inoperable. New pump ordered and received. We will replace asap. Then we will start the removal of debris utilizing Vac Truck.
- Fixed high wet well issue at Justin LS. Float issue.
- Approximately 105 locates completed in October from Mo 1 Call.





**WATER RESOURCES®**  
**Alliance**  
 Professional Water and Wastewater Operations  
**OPERATIONS REPORT – Ashland**

**Project Updates**

- Crane for F450 – bids in.
- Justin L.S – Not Started
- Peterson L.S – Not Started
- Lakeview L.S – Not Started
- Settlers L.S – completed.
- SCADA (Mission Control) - 4G upgrade on order.
- UV Preplacement Items – HMI Ordered waiting on delivery.
- Upgrade Camera Equipment – Not Started
- Locator device – Quoted – tested one unit Demo of second unit in November.

**Safety**

- Safety meetings daily in the am.
- Staff completed monthly training videos.
- We have also started some in house testing. Ammonia was first. COD and BOD are next.

**Regulatory**

- Weekly water samples were collected and tested as required by the MoDNR Discharge Permit.
- Monthly water samples were collected and tested as required by the MoDNR Discharge Permit.
- Quarterly water samples were collected and tested as required by the MoDNR Discharge Permit.

**Operations Budget Update**

Month Ending August 2021

Description	Budgeted	Actual
Repair Expense	\$10,000	\$7,828
Chemical Expense	5,000	\$328

**Plant Operations (September)**

Parameter	Result	Limit
Daily Max Flow (Mgal)	3.0	N/A
Monthly Average Flow (Mgal)	1.12	N/A
Biochemical Oxygen Demand (mg/L)	6	Wkly 30 mg/L
Biochemical Oxygen Demand (mg/L)	6	Mthly 20 mg/L
Eff Total Suspended Solids (mg/L)	9	Wkly 30 mg/L
Eff Total Suspended Solids (mg/L)	9	Mthly 20 mg/L
pH Range	*6.41 - 8.16	6.5 - 9.0
Dissolved Oxygen (DO) (Daily Min)	5.04	N/A
Dissolved Oxygen (DO) (Monthly Avg)	8.38	N/A
BOD % Removal	98	Min 85%
Suspended Solids % Removal	98	Min 85%
Ammonia mg/L	0.25	Daily Max 3.6 mg/L
Ammonia mg/L	0.25	Mthly Avg 1.0 mg/L




  
**Professional Water and Wastewater Operations**
  
**OPERATIONS REPORT – Ashland**

E-coli (7 Day geometric mean)	45.4	1030
E-coli (30 Day geometric mean)	60.4	206

\*Note exceedance

**Comments & Notes:**

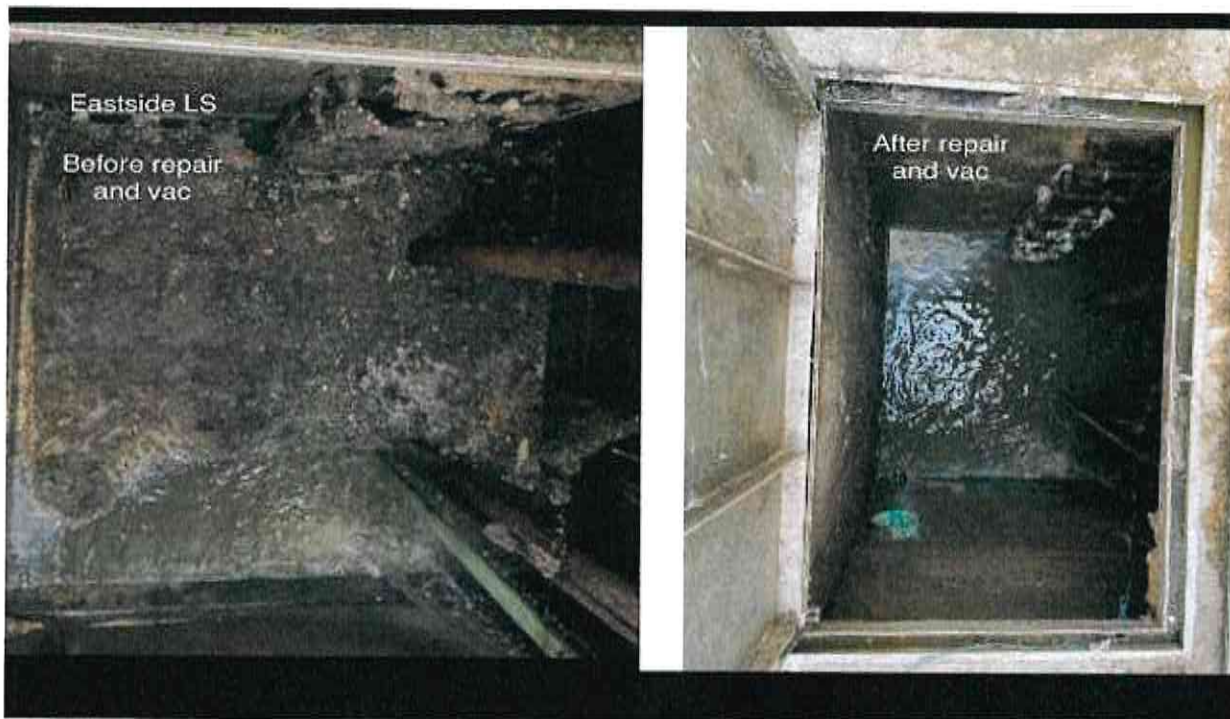
pH level was low 6.41 range is 6.5 to 9.0. Reporting to low pH to DNR on operator portal.

**Service Call Summary**

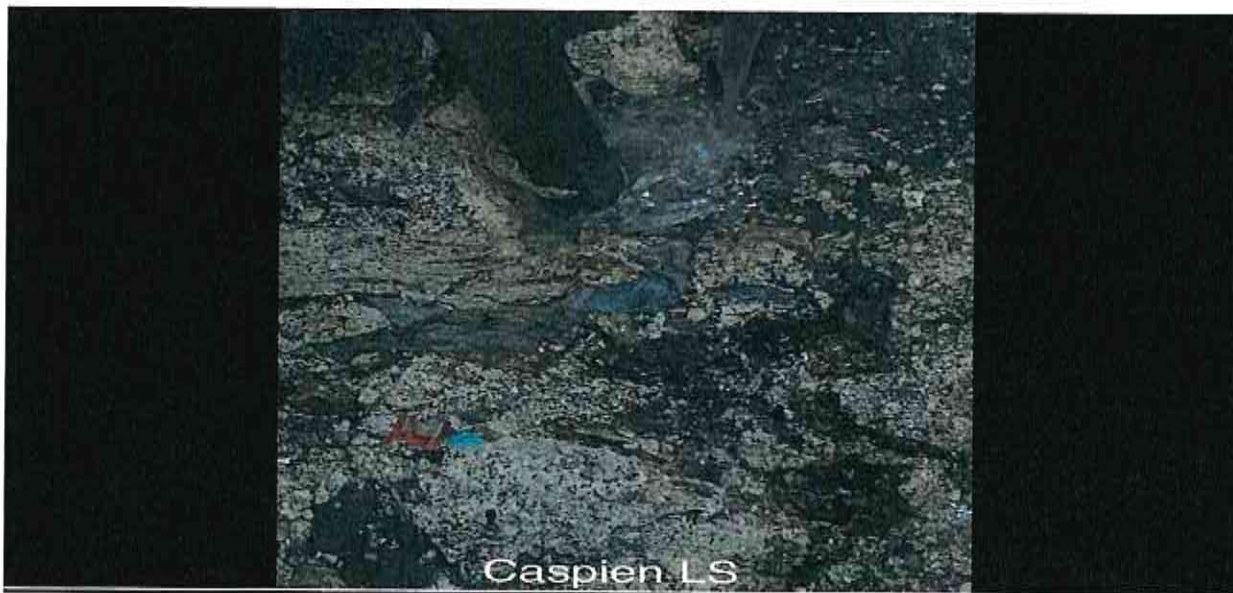
Blockages Reported (Monthly)	0
Complaints/Investigations (Monthly)	1
Sanitary Sewer Overflows	0
Smoke Testing miles (Total 2021)	7.25
I & I identified (Total 2021)	31
Locates Completed (monthly)	105

**Concerns for the Month**

- Nothing to add



Eastside LS – Before and after photo of cleaning



Caspian LS

Caspian Lift Station build-up of material – On list to clean out.



Waterline repairs at WWTP



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**OPERATIONS REPORT – Ashland**



Sewer line repairs on Henry Clay